

Republic Crossote

6-16-71

Hydr Finish

Ward Barton

929 7851

1,000

500 Permits

1,000 Utility cut offs

1,000 Dump

1,000 Area cleanup after demolition

(10,000 sq ft)

1,000 RR Trackage w/ Ties, crossings etc

39,000 LF LF 540 9000

8,000 LF LF 11.3

500 Shredding

5005 WTK. H.C.

Allen Eng. Co.

920 3000

US LPA RECORDS CENTER REGION 5



512905

RTC DEPO. EXH. 132

5/2/83

KIRBY A. KENNEDY
COURT REPORTER

Link 15 - k: = 11.5, 9.0, 10.0, 11.0, 12.0

2-3-4-5-9

37 foundations and dock - only

15,000

18

20

Texwell removed to pile elevation after beam
alternates - break floor only after clearing seal

10-11-12

1

33

22

17

26

32

25

Dock to pile caps

Retaining Basin = remove entirely

10,000

2,000

25,000

650.75.3

217.1.

840.35.3

270.12

12

520

270.12

324

Republic Cresote

6-16-71

Tanks

650	#1	20.20	47,000 gallons
1400	#2	24.28	95,000
3000	#3	50.30	525,000
1700	#4	38.30	250,000
2300	#5	40.25	235,000
1600	#6	40.25	235,000
1100	#7	26.24	100,000
1300	#8	26.24	100,000
250	#9	20.20	50,000
450	#10		8,000
1200	7 tanks No bldg #4		8000 rail cars each
800	3 tanks West bldg 5-9		1-10000 1-12000 1-15000
400	2 " " bldg #2		2(5000) under 7 rail cars
1200	6 " " bldg #5-9		2-1000 1-2000 2-5000 1-7000 all underground
500	1 " " " "		20,000 insul
150	1 " south bldg #37		10,000
150	1 tank @ main gate		12,000 underground
350	2 tanks @ bldg #21		
	3 tanks @ bldg #25		7' x 175' 3/4" 57 tons each
0	3 tanks @ E. bldg #22		10,000 rail cars
100	2 " " " "		1-5000 , 1-10000
250	4 tanks No bldg #21		50,000 each insul
50	1 " " " "		20,000
00	3 tanks bldg 12		2-10,000 1-5000 underground
600 ⁰⁰	49 total tanks		

Republic Crest

2-3-72
Herb Finch

Permits
Utilities
Dumps
Tanks
Blades
Truckings
Area clearing
420

000⁰⁰

3,000 Tax Tanks

Below grade Tunnels and Piping plus some water line

1000 c.y. @ 8.00 = 8000

40 pier 3 1/2 c.y. rev = 140 c.y. rev
 slab @ grade 31' - 640' - 12" = 730 c.y. rev
 Total 2 - 640' x 3' x 12" = 140 c.y. rev
 10.10

60 27 1/2 3'

45

35

25

9" x 1 1/2 x 27

40

20
 730
 27 1/2 19840
 189
 94

142
 27 1/2 3890
 111
 88

NG

5Q

1000

1000

400

400

600

100

950

600

1200

750

300

850

1300

1100

200

1450

1200

6000

1500

800

1700

1300

700

700

400

300

800

1500

1000

1700

250

3000

1200

900

1200

700

1000

1300

1300

900

300

1200

1500

450

5Q

38950

NG

7750

Standard gauge

40,000'

NARROW gauge

10,000'

NG

5Q

1000

1000

400

400

600

100

950

600

1200

750

300

850

1300

1100

200

1450

1200

6000

1500

800

1700

1300

700

700

400

300

800

1500

1000

1700

250

3000

1200

900

1200

700

1000

1300

1300

900

300

1200

1500

450

5Q

38950

NG

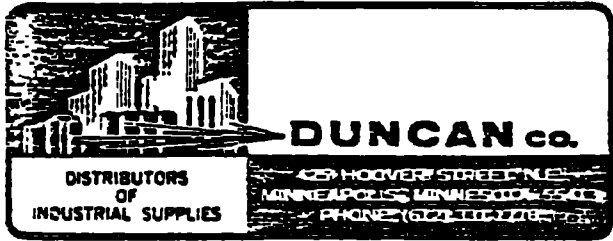
7750

Standard gauge

40,000'

Narrow gauge

10,000'



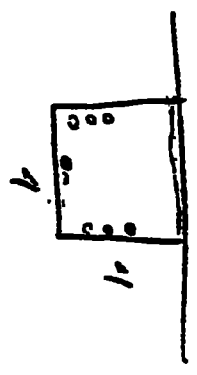
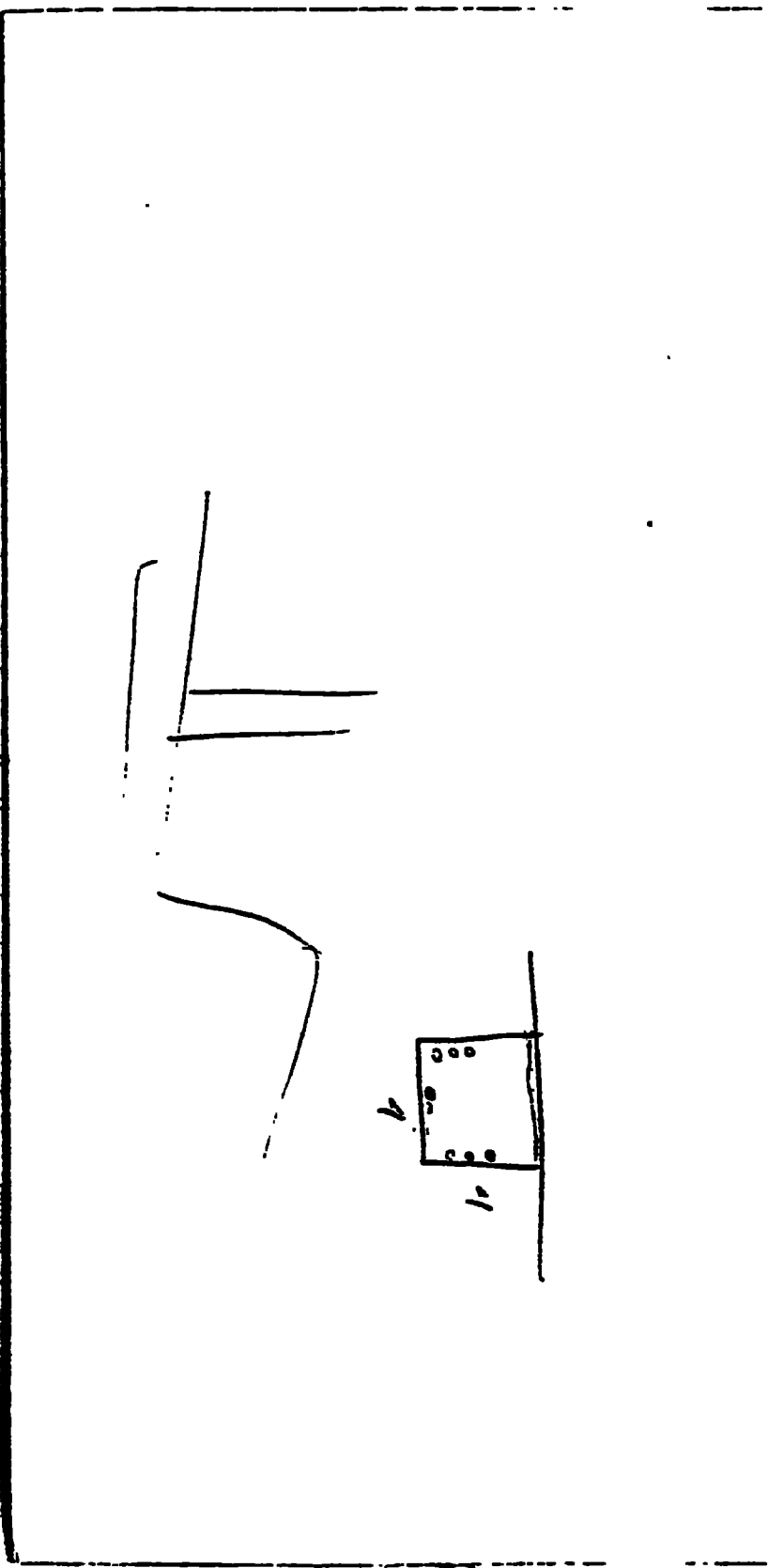
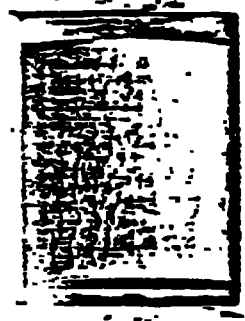
Front of building -	3 3/4"	3.75
	4"	4.00
Left side of building -	4"	2.875
Def. to Ten Trench	2 7/8"	.25
To 572 South	1/4"	.3125
To 573 West	5 1/8"	4.50
From 573 to 574	4 1/2"	.50
To 572	1/2"	5.50
From 572 to 573	5 1/2"	1.75
To 574	1 3/4"	1.375
From 574 to 575	1 3/8"	.25
From 575 to 576	1/4"	1.00
From 576 to 577	1"	1.50
From 577 to 578	1 1/2"	4.00
From 578 to 579	4"	

31.65
 50
 158 250

4' - 4' trenches

Monroe Brown

RTC - P.O. NO. 125
 3/2/87
 KIRBY A. KENNEDY
 COURT REPORTER



CARL BOLANDER & SONS CO.

EXCAVATING AND ROAD CONTRACTOR

2933 PLEASANT AVENUE
MINNEAPOLIS, MINNESOTA 55408



September 2, 1964

Herb Finch
Republic Cresote
7200 Walker Avenue
St. Louis Park, Minnesota

Re: Demolition of old brick
building

Dear Sir:

We confirm our oral quotation to you in the amount of One Thousand Three Hundred Fifty Dollars (\$1,350.00) for the demolition of the old brick building which you showed us the other day. The building will be reduced to the ground level including the removal of floor slabs on grade.

The old tanks and other unsuitable debris will be disposed of off the site at our expense. Brick, Tile and other desirable broken up debris will be either placed in low areas on the site or stockpiled at your direction.

Very truly,

CARL BOLANDER & SONS CO.

S. F. Shepard
Vice President

SFS:aol

*Reduced to
1250.
10/17/64
H.H.*

RTS DEPO. EXH. 126
5/2/83
KIRBY A. KENNEDY COURT REPORTER

200467

REILLY TAR & CHEMICAL CORPORATION

TO: Mr. H. L. Finch, St. Louis Park

OFFICE: Indianapolis, Ind.

FROM: T. E. Reilly

DATE: October 22, 1964

SUBJECT: EQUIPMENT - ST. LOUIS PARK - REMOVAL OF BY-PRODUCTS BUILDING #13 -
WORK ORDER 241 A

cc Mr. R. J. Kennessey, Lab.
Mr. Wm. Mueller, Lab.
Mr. Wm. Reszel, Office
Mr. S. C. Doyle, Office
Mr. P. C. Reilly, Office

Mr. H. E. Horner, Lab.
Mr. T. J. Ryan, Office
Mr. R. J. Doyle, Office
Mr. G. A. Reilly, Office
Mr. C. B. Edwards, Office

Work Order 241 A has been established to cover the demolition and removal of By-products building #13 made necessary by the hazardous condition of the building and the fact that it cannot be economically repaired.

The brick from the building will be used to assist in stabilizing the expansion of the untreated tie yard facilities north of narrow gauge track No. 6.

This demolition will be carried out by Carl Bolander & Sons Co. at a quoted price of \$1250.00.

The work will be completed within the next two weeks.

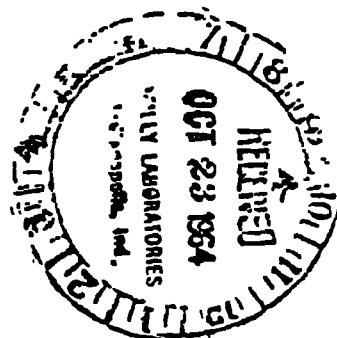
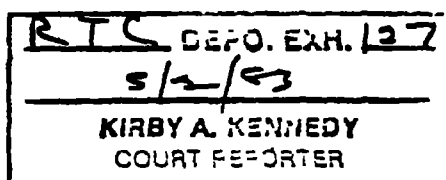
Kindly make all charges for this work to General Ledger Account 353-241A.

Very truly yours,

T. E. Reilly
T. E. Reilly

by L. C. Boyle

SCB:mab



226499

REILLY TAR & CHEMICAL CORPORATION

To: Mr. H. L. Finch - St. Louis Park

Office: Indianapolis

From: T. E. Reilly

Date: November 6, 1964

Subject: EQUIPMENT - ST. LOUIS PARK - DEMOLITION OF BRICK SMOKE STACKS
ON TOP OF REFINERY BUILDING 5 THRU 9 - WORK ORDER 243-A

Work Order No. 243-A has been established to cover the demolition of five smoke stacks on top of the Refinery building which action was verbally authorized October 28 by Mr. George Reilly for the following reasons:

1. The smoke stacks are no longer functional because of the changeover to modern gas-fired tube stills.
2. The top of the stacks shows severe evidence of cracking and are considered to be hazardous.
3. The stack removal will improve the appearance of the plant to the surrounding community.

The work will be performed by Carl Bolander & Sons for a price of \$200.00 per stack, or a total of \$1,000.00. The work should be completed prior to the first of December.

Kindly make all charges for this work to General Ledger Account 353-243-A.

Very truly yours,

T. E. Reilly
T. E. Reilly

SCB:LS

cc: Mr. R. J. Kennasay - Reilly Lab.
Mr. H. R. Horner - Reilly Lab.
Dr. W. R. Wheeler - Reilly Lab.
Mr. G. B. Edwards - Office
Mr. P. C. Reilly - Office
Mr. G. A. Reilly - Office
Mr. R. J. Boyle - Office
Mr. T. J. Ryan - Office
Mr. W. J. Reszel - Office
Mr. S. C. Boyle - Office

RTC	DEPO. EXH. 128
5/2/83	
KIRBY A. KENNEDY	
COURT REPORTER	

C200445

REILLY TAC AND CHEMICAL CORPORATION

TO: Mr. H. L. Finch, St. Louis Park

OFFICE: Indianapolis, Indiana

FROM: T. E. Reilly

DATE: June 2, 1963

SUBJECT: EQUIPMENT - ST. LOUIS PARK - NEW FOUNDATIONS FOR #1 TREATING TANK
WORK ORDER 250 A

cc

R. J. Hennessy, Lab.
F. J. Hoots, Office
Wm. Bussell, Office
S. C. Doyle, Office
P. G. Reilly, Office

H. R. Horner, Lab.
T. J. Ryan, Office
R. J. Doyle, Office
G. A. Reilly, Office
C. B. Edwards, Office

Work Order 250 A has been established to cover the necessary repairs to the #1 treating tank occasioned by the failure of the foundations that were installed under the tank 40 or 45 years ago when the tank was constructed.

The repairs will consist of moving the tank, then breaking up the existing tilted concrete slab, cutting off the old piling, driving new piling consisting of approximately 25 new piles 60' long.

The cost of the job, based on a bid from C. Bolander & Sons is \$1300.00 for breaking up the slab, cutting off the piling, removing concrete and old insulation from the plant, and driving new piles which will be furnished by us. The cost of the concrete foundation will be \$900.00, the value of the piling is estimated at \$1,000.00, giving an overall job cost of \$3200.00.

Kindly make all charges for this work to General Ledger Account 353-250A.

This work should be completed within 60 to 90 days.

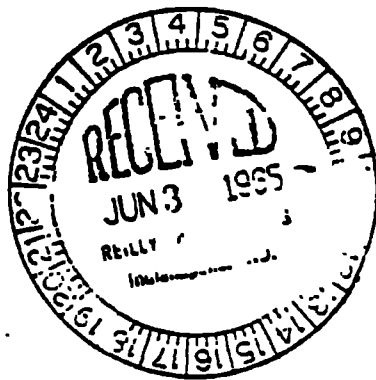
Very truly yours,

T. E. Reilly
T. E. Reilly

SEE:mas

A. C. Boyle

RTC DEPO. EXH. 129
5/2/83
KIRBY A. KENNEDY COURT REPORTER



220508

REILLY TAC AND CHEMICAL CORPORATION

TO: Dr. H. L. Finch, St. Louis Park

OFFICE: Indianapolis, Indiana

FROM: T. E. Reilly

DATE: June 2, 1963

SUBJECT: EQUIPMENT - ST. LOUIS PARK - NEW FOUNDATIONS FOR #1 TREATING TANK
WORK ORDER 250 A

cc

R. J. Kennedy, Lab.
F. J. Morris, Office
Wm. Engel, Office
S. C. Doyle, Office
P. C. Reilly, Office

H. R. Edner, Lab.
T. J. Ryan, Office
R. J. Doyle, Office
G. A. Reilly, Office
~~C. J. Edwards, Office~~

Work Order 250 A has been established to cover the necessary repairs to the #1 treating tank occasioned by the failure of the foundations that were installed under the tank 40 or 45 years ago when the tank was constructed.

The repairs will consist of moving the tank, then breaking up the existing tilted concrete slab, cutting off the old piling, driving new piling consisting of approximately 25 new piles 40' long.

The cost of the job, based on a bid from C. Bolander & Sons is \$1330.00 for breaking up the slab, cutting off the piling, removing concrete and old insulation from the plant, and driving new piles which will be furnished by us. The cost of the concrete foundation will be \$900.00, the value of the piling is estimated at \$1,000.00, giving an overall job cost of \$3230.00.

Kindly make all charges for this work to General Ledger Account 353-250A.

This work should be completed within 60 to 90 days.

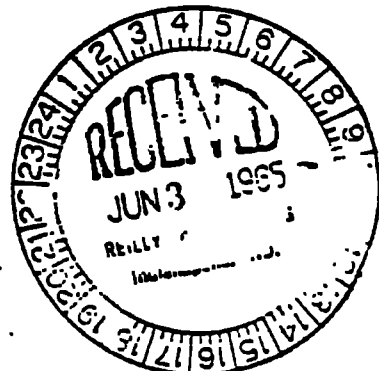
Very truly yours,

T. E. Reilly
T. E. Reilly

ECB:mdb

A. C. Boyle

RTC DEPO. EXH. 129
5/2/83
KIRBY A. KENNEDY
COURT REPORTER



220508

IMPROVEMENTS ON PLANT PROPERTY AT ST. LOUIS PARK

As the result of urban renewal action instigated in 1961, an analysis of the buildings and their repair was made. In 1962 we established that the following should be accomplished to up date and improve the appearance of the general plant.

1. Refinery Building (approximate 23,114 square feet of floor space housing the still operation) should have the five 75' brick smoke stacks removed to the roof of the building. Several obsolete condensing tanks located on the roof of the building should be removed.
2. By-Products Building (50' by 75' two story brick) and it's six storage tanks I, M, G, F, E, and D (capacity from 5,000 gallons to 20,000 gallons located behind the by-products) should be scheduled for removal.
3. Wheeler Garage Building (approximately 60' by 60' wooden structure) should be removed.
4. Warehouse Building (100' by 200' two story brick veneer) should be replaced by another building.
5. Wood Block Storage Building (100' by 100' one story wooden frame building) should be removed.
6. Tar Shed (30' by 75' two story metal frame corrugated steel covered) should be removed.

Although these buildings were in use the repairs needed to up grade them could not be economically justified.

The first building to be removed was the by-products building, being accomplished in 1962 - 1963. Considerable process piping changes were necessary to provide for the discontinuance of this building. Also necessary were air piping changes throughout the refinery because of the relocation of the air compressor that was housed in the by-products building.

In the period of 1962 - 1963 the brick smoke stacks were removed along with condensing tanks from the roof of the refinery.

In 1964 the material stored in the block storage shed was removed and the block storage shed razed.

The Wheeler garage was razed in 1964 after modification of another building for relocation of Wheeler's equipment.

In 1965 and 1966 the brick two story warehouse was removed while the new warehouse building was built in another location.

RTc DEPO. EXH. 13e

5/2/83

KIRBY A. KENNEDY
COURT REPORTER

The tar shed removal was postponed to coincide with our general removal of the underground piping to above ground piping in the refinery. After completion of the above ground piping the tar shed was removed in September of 1970.

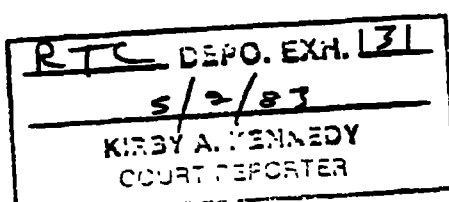
Modernization of facilities is continuing with the remodeling of the office building and the painting of structures in the plant area.

EXHIBIT "B"

The Company shall provide for demolition, removal and cleanup work, in a workman like manner on the property described in Exhibit "A", as follows:

1. Demolish all buildings and attachments to surrounding grades or below.
2. Remove above and below grade tanks and demolish supporting pads or legs to surrounding grade or below.
3. Remove all railroad rails and ties together with associated docks or other structures to surrounding grade or below.
4. Remove above grade piping, poles, walls and miscellaneous structures.
5. Break open tunnels, pits, and basements to the extent they are known to us and remove below grade piping or machinery exposed in this work.
6. Fill basements, pits, tunnels and low areas with small masonry and earth materials from the site.
7. Dispose off the site the demolition materials and debris not suitable for fill.
8. Remove container residues and dispose off site.
9. Generally level the site and remove miscellaneous timber and large iron.

This work shall be completed by Company on or before September 1, 1972. That the Company, at its own expense, intends to contract out their work to Carl Bolander & Sons Co., and the Company will, at the request of purchaser, assign its rights to require performance of the Bolander contract to the purchaser.



50000320

INTER-OFFICE CORRESPONDENCE

REILLY TAR & CHEMICAL CORPORATION

TO: MR. T. J. RYAN - INDPLS. OFFICE: St. Louis Park
FROM: Mr. H. L. Finch DATE: February 1, 1972
SUBJECT: PLANT PROPERTY

In checking with Mr. Reiersgord today, January 31st, neither he nor I have been contacted further on our offer to the City.

Today, however, Mr. Ben Longman of the Bolander Company stopped in to discuss the inquiry he had from the City of St. Louis Park. Mr. Locke, the City Assessor, had contacted Bolander and inquired of Mr. Longman if he had talked to us about a price for the removal of the property. Of course Mr. Longman had talked to us back in June of 1971, and informed Mr. Locke that the price we discussed was privileged information between ourselves and Bolander.

Mr. Locke wanted to discuss the removal of the buildings, etc. in more detail with Mr. Longman and explained that they were interested in the removal of the buildings should they acquire the property.

It was explained to Mr. Longman that we were dealing with the City as the City was interested in the purchase of the property and had made an offer to the City that included the removal of the tankage but left the buildings on the property site. We explained it was our thinking that the buildings could be advantageously used as fill, and used in the proper location would be an asset to the remaining property. Mr. Longman agreed with this thinking as he said the bricks make excellent fill, but you should avoid putting them in an area where you would expect to run utilities.

He definitely expressed that he was very interested in working with us on the removal of the plant buildings, etc. and restated that the price he gave us of \$136,000.00 was, of course, a ball park figure and he would have to go into more depth and detail when we wanted a firm figure. I was personally pleased to know of his continued interest as we have been able to work with Bolander on past projects.

Yours very truly,


H. L. Finch

RTS	DEPO. EXH. 132
5/2/83	
KIRBY A. KENNEDY	
COURT REPORTER	

208267

CARL BOLANDER & SONS CO.

EXCAVATING AND ROAD CONTRACTOR

2933 PLEASANT AVENUE

MINNEAPOLIS, MINNESOTA 55408



February 1, 1972

City of St. Louis Park
5005 Minnetonka Boulevard
St. Louis Park, Minnesota 55416

Attn: Mr. Al Engen

Re: Republic Creosote property near
Walker & Louisiana in St. Louis Park

Gentlemen:

We submit as a preliminary estimate a price of One Hundred Fifty Thousand Dollars (\$150,000.00) for performing demolition and removal work generally as follows at the above referenced location:

1. Level all structures to about one foot below surrounding grades.
2. Open tunnels, pits, basements, etc.
3. Fill basements, pits, tunnels etc. with small masonry and earth materials from the site.
4. Remove and dispose of decomposable wrecking debris.
5. Remove contents of pits and sumps before filling.
6. Remove above and below grade tanks.
7. Remove above and below grade piping.
8. Remove railroad trackage complete including ties, miscellaneous timbers, and associated structures.
9. Leave area generally leveled and conforming.

Very truly yours,

CARL BOLANDER & SONS CO.

BFL
B. F. Longman

BFL:aol

RT ^c	DEPO. FILE 133
5/2/83	
KIRBY A. KENNEDY	
COURT REPORTER	

TO: City Manager

FROM: Richard Brooks

SUBJECT: Reilly Tar and Chemical Company

Item 7 in our offer to purchase must be amended to include and exclude the following items:

1. Rewrite Item 7 to read - Removal of Buildings and Equipment.

The seller agrees to raze and remove from the property, prior to September 1, 1972, all structures including but not limited to all buildings, docks, platforms, trackage, ties, switches, machinery, fixtures, poles, electrical apparatus, above ground and below ground tanks, residue in all tanks and containers, underground piping and discharge systems involving processing products (except as listed as buyers responsibilities). Open pits and cesspools shall be cleaned, pumped and filled with small masonry rubble or sand and gravel.

2. The following items shall become the responsibility of the City:

The buyer agrees to raze and remove from the property all of the listed items and structures namely:

The refinery building, the garage building, office building, lunch room, boiler house, the masonry boiler annex structure, tank house, incisor building, retort building, retort track beds, oil separator, oil separator sump pit and building, coal tar receiving tank, fire pump house, scale house, loading docks at refinery and adjacent pole building to refinery structure, tank dam around above ground tank adjacent to refinery, the existing fence surrounding the entire property. Both parties shall

ATC	DEPO. EXH. 134
5/2/83	
JAMES A. KENNEDY	
COURT REPORTER	

50000318

coordinate their demolition and removal of structures and equipment on the property and to provide security to eliminate public hazard for both parties during the demolition period.

3. The seller shall provide for protection of and saving of all species of trees on the premises during their removal of structures and equipment. The buyer shall assume protection and preservation of all species of trees in conjunction with their demolition and removal activities.
4. The structures designated on the City's exhibit, this memo, and as stated on Bolander's quote shall constitute the demolition agreement.
5. Seller agrees to furnish to buyer copies of all maps, drawings, and information available concerning the property. The copies shall be provided at the time of purchase closing.

50000319

CARL BOLANDER & SONS CO.

EXCAVATING AND ROAD CONTRACTOR

2933 PLEASANT AVENUE

MINNEAPOLIS, MINNESOTA 55408



September 2, 1964

Herb Finch
Republic Cresote
7200 Walker Avenue
St. Louis Park, Minnesota

Re: Demolition of old brick
building

Dear Sir:

We confirm our oral quotation to you in the amount of One Thousand Three Hundred Fifty Dollars (\$1,350.00) for the demolition of the old brick building which you showed us the other day. The building will be reduced to the ground level including the removal of floor slabs on grade.

The old tanks and other unsuitable debris will be disposed of off the site at our expense. Brick, Tile and other desirable broken up debris will be either placed in low areas on the site or stockpiled at your direction.

Very truly,

CARL BOLANDER & SONS CO.

S. F. Shepard

S. F. Shepard
Vice President

SPS:aol

*Reduced to
1250.
10/19/64
JH.*

RTS DEPO. EXH. 126
5/2/83
K. RAY A. KENNEDY COURT REPORTER

200467

REILLY TAR & CHEMICAL CORPORATION

TO: Mr. H. L. Finch, St. Louis Park

OFFICE: Indianapolis, Ind.

FROM: T. E. Reilly

DATE: October 22, 1964

SUBJECT: EQUIPMENT - ST. LOUIS PARK - REMOVAL OF BY-PRODUCTS BUILDING #13 -
WORK ORDER 241 A

cc Mr. R. J. Kennessey, Lab.
Mr. Wm. Mueller, Lab.
Mr. Wm. Bassel, Office
Mr. S. C. Doyle, Office
Mr. P. C. Reilly, Office

Mr. H. E. Horner, Lab.
Mr. T. J. Ryan, Office
Mr. R. J. Doyle, Office
Mr. G. A. Reilly, Office
Mr. C. B. Edwards, Office

Work Order 241 A has been established to cover the demolition and removal of By-products building #13 made necessary by the hazardous condition of the building and the fact that it cannot be economically repaired.

The brick from the building will be used to assist in stabilizing the expansion of the untreated tie yard facilities north of narrow gauge track No. 6.

This demolition will be carried out by Carl Bolander & Sons Co. at a quoted price of \$1250.00.

The work will be completed within the next two weeks.

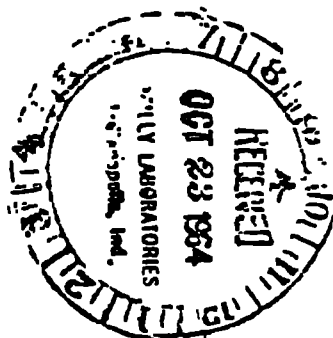
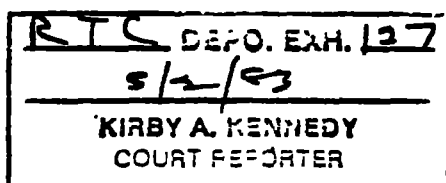
Kindly make all charges for this work to General Ledger Account 353-241A.

Very truly yours,

T. E. Reilly
T. E. Reilly

by L. C. Boyle

SCB:mab



220499

REILLY TAR & CHEMICAL CORPORATION

To: Mr. H. L. Finch - St. Louis Park

Office: Indianapolis

From: T. E. Reilly

Date: November 6, 1964

Subject: EQUIPMENT - ST. LOUIS PARK - DEMOLITION OF BRICK SMOKE STACKS
ON TOP OF REFINERY BUILDING 5 THRU 9 - WORK ORDER 243-A

Work Order No. 243-A has been established to cover the demolition of five smoke stacks on top of the Refinery building which action was verbally authorized October 28 by Mr. George Reilly for the following reasons:

1. The smoke stacks are no longer functional because of the changeover to modern gas-fired tube stills.
2. The top of the stacks shows severe evidence of cracking and are considered to be hazardous.
3. The stack removal will improve the appearance of the plant to the surrounding community.

The work will be performed by Carl Bolander & Sons for a price of \$200.00 per stack, or a total of \$1,000.00. The work should be completed prior to the first of December.

Kindly make all charges for this work to General Ledger Account 353-243-A.

Very truly yours,

T. E. Reilly
T. E. Reilly

SCB:LS

cc: Mr. R. J. Hennessey - Reilly Lab.
Mr. H. R. Horner - Reilly Lab.
Dr. W. R. Wheeler - Reilly Lab.
Mr. C. B. Edwards - Office
Mr. P. C. Reilly - Office
Mr. G. A. Reilly - Office
Mr. R. J. Boyle - Office
Mr. T. J. Ryan - Office
Mr. W. J. Reszel - Office
Mr. S. C. Boyle - Office

RT ^c	DEPO. EXH. 128
5/2/83	
KIRBY A. KENNEDY	
COURT REPORTER	

C200445

June 30 - 1987

SCHEDULE B

A. The company will remove the following:

- 1) All above ground tankage and pipe lines.
- 2) All buildings and structures except those of concrete or brick construction. Provided, however, that the buildings described below shall definitely be removed by the company:
 - a. Tank House: Steel frame; sheet iron exterior; 59.0' x 37.5' x 25' + ht. = 2,213 square feet.
 - b. Locomotive House: wood annex; + 8.0' x 13.0' = 540 square feet.
 - c. Treating Retort Building; Brick wall, steel frame roof supports; and insulated roof.
 - d. Incising Building #2 (New): Metal; 20.0' x 24.0' = 480 square feet.
 - e. Pitch Pan Building: loading dock; metal exterior; gable roof.
 - f. Storage/Sheds/Sawbuildings, etc: wood and metal construction.
 1. Planer Building: @ 17.0' x 13.0'
 2. Tool House: @ 16.0' x 10.0' +
 3. Sawmill: @ 13.5' x 14.5' +
 4. Car Puller House South @ 12.0' x 15.0' +
 5. Car Puller House, North @ 8.0' x 15.0' +
 6. Hoist House: @ 8.0' x 18.0' +
 7. Wood Shed @ 24.3' x 23.0'
 8. Lift Truck Garage @ 24.0' x 14.0'
 9. Planer Shed @ 10.0' x 23.0' +
 10. Planer Building @ 8.0' x 10.0'
 11. Sawmill: @ 18.0' x 22.9' + 8.0' x 10.0'
 12. Saw & Boring Shed: @ 40.0' x 13.0' +
- 3) All treating cylinders and boilers, except the buildings housing cylinders and boilers may or may not be dismantled.
- 4) All smoke stacks for boilers.
- 5) All stills, cooling pans and large machinery located inside buildings that are not removed.
- 6) All outside conveyors and supports.
- 7) All power transmission lines and transformers.

B. The company at its sole option, will fill or remove any at grade or underground cisterns, tanks and cesspools. (necessary)

C. The company at its sole option, may or may not remove the following:

- 1) Brick and/or concrete constructed buildings.
- 2) Railroad trackage.
- 3) Fencing.
- 4) Piping, valves, machinery, instruments and fixtures from the concrete or brick construction buildings.
- 5) Concrete and dirt loading platforms, and concrete foundations and concrete tank supports.

CARL BOLANDER & SONS CO.
EXCAVATING AND ROAD CONTRACTOR
2933 PLEASANT AVENUE
MINNEAPOLIS, MINNESOTA 55408

Page 1 of 2



March 3, 1972

Reilly Tar and Chemical Corporation
7200 Walker Street
Minneapolis, Minnesota 55426

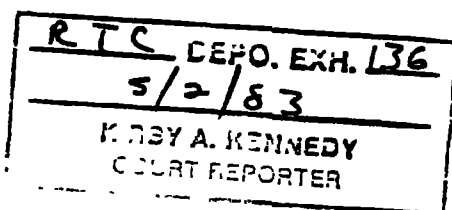
Attention: Mr. Herb Finch

Re: Minneapolis plant removals & cleanup.

Gentlemen:

We submit a proposal to perform demolition, removal and cleanup operations at the above referenced site as follows:

1. Demolition of buildings and any attachments thereto as listed below to a level 12" below surrounding grades.
Buildings #1-12, 18, 20, 21, 22, 25, 26, 27, 32-37.
2. Removal of below listed tanks completely and demolition of supporting pads or legs 12" below surrounding grades.
Tanks #1-10, all tanks surrounding or inside buildings #21, 22, 25.
Three underground tanks at building #12, 7 tank cars north bldg. #4.
Four above ground tanks west of bldg. #5-9, 8 underground tanks west bldg. #5-9, 1 tank south bldg. #37, 1 underground tank by main entrance gate.
3. Complete removal of all railroad trackage within limits discussed with Mr. Finch on FEB. 25, 1972.
4. Removal of retaining walls, power poles, miscellaneous piping, fencing and miscellaneous debris as necessary to leave site in neat and workmanlike condition.
5. Brick and concrete rubble under 12" shall remain on site as backfill for basements and low areas. Wood and other decomposables shall be removed.
6. Boiler plant will be left operational and functioning for contractors use in steaming and cleaning operations in the course of removal.



Telephone: 823-6857

CARL BOLANDER & SONS CO.

EXCAVATING AND ROAD CONTRACTOR

2933 PLEASANT AVENUE

MINNEAPOLIS, MINNESOTA 55408

Page 2 of 2



March 3, 1972

Reilly Tar and Chemical Corporation

7. All salvagable materials and equipment become contractors property.
Permits, utilities cutoffs, insurance shall be provided by contractor.

Our lump sum price for the above work is One Hundred Fifteen Thousand Dollars(\$115,000.00) payable in progress payments at monthly intervals with a final payment thirty days after completion.

Very truly yours,

CARL BOLANDER & SONS CO.

B. F. LONGMAN
Representative

BFL:rw

Telephone: 825-6851

CARL BOLANDER & SONS CO.

EXCAVATING AND ROAD CONTRACTOR

2933 PLEASANT AVENUE

MINNEAPOLIS, MINNESOTA 55408



March 8, 1972

Reilly Tar and Chemical Corporation
7200 Walker Street
Minneapolis, Minnesota 55426

Attn: Mr. Herb Finch

Re: *St Louis Park*
Minneapolis plant removals and
cleanup (per plan furnished us
2-25-72 by Mr. Finch) *Drwg 19.M. 7/20/71*

Gentlemen:

We submit the following proposal to perform demolition, removal
and cleanup work at the above referenced site *after review and consent
of said city*

1. Demolish all buildings and attachments to surrounding
grades or below. *except buildings to east of RR tracks
known as St Louis Park buildings.*
2. Remove above and below grade tanks and demolish sup-
porting pads or legs to surrounding grade or below.
3. Remove all railroad rails and ties together with
associated docks or other structures to surrounding
grade or below.
4. Remove above grade piping, poles, walls and miscel-
laneous structures.
5. Break open tunnels, pits, and basements to the extent
they are known to us and remove below grade piping or
machinery exposed in this work.
6. Fill basements, pits, tunnels and low areas with small
masonry and earth materials from the site.
7. Dispose off site demolition materials and debris not
suitable for fill.
8. Remove container residues and dispose off site.
9. Generally level the site and remove miscellaneous
timber and large iron.

RTC DEPO. EXH. 137

5/2/83

KIRBY A. KENNEDY
COURT REPORTER

300639

CARL BOLANDER & SONS CO.

EXCAVATING AND ROAD CONTRACTOR

2933 PLEASANT AVENUE

MINNEAPOLIS, MINNESOTA 55408

Page 2



March 8, 1972

Reilly Tar and Chemical Corporation

10. Furnish permits required for our work and provide evidence of insurance with limits to (\$5,000,000.00) Five Million Dollars.

Tanks, containers and piping are to be emptied of product by the owner; *however, product residue remaining in tanks shall be disposed of as set out in item #8*

The boiler plant is to be kept operational and functioning by the owner for contractor use in steaming and cleaning operations during removals *for up to two weeks after the treatment of material has ceased.*

All salvageable materials and equipment are contractor's property unless specifically arranged otherwise by written agreement.

See to it the acknowledged equipment is retained by the owner
Our lump sum quotation for this proposal is One Hundred Eighteen Thousand Dollars (\$118,000.00) payable in monthly progress payments with a final payment thirty (30) days after completion.

Very truly yours,

CARL BOLANDER & SONS CO.

B. F. Longman

B. F. Longman
Representative

BFL:aol

300640

CARL BOLANDER & SONS CO.

EXCAVATING AND ROAD CONTRACTOR

2933 PLEASANT AVENUE

MINNEAPOLIS, MINNESOTA 55408



March 8, 1972

Reilly Tar and Chemical Corporation
7200 Walker Street
Minneapolis, Minnesota 55426

Attn: Mr. Herb Finch

Re: Minneapolis plant removals and
cleanup (per plan furnished us
2-25-72 by Mr. Finch)

Gentlemen:

We submit the following proposal to perform demolition, removal and cleanup work at the above referenced site:

1. Demolish all buildings and attachments to surrounding grades or below.
2. Remove above and below grade tanks and demolish supporting pads or legs to surrounding grade or below.
3. Remove all railroad rails and ties together with associated docks or other structures to surrounding grade or below.
4. Remove above grade piping, poles, walls and miscellaneous structures.
5. Break open tunnels, pits, and basements to the extent they are known to us and remove below grade piping or machinery exposed in this work.
6. Fill basements, pits, tunnels and low areas with small masonry and earth materials from the site.
7. Dispose off site demolition materials and debris not suitable for fill.
8. Remove container residues and dispose off site.
9. Generally level the site and remove miscellaneous timber and large iron.

RTC DEPO. EXH. 138

5/2/83

KIRBY A. KENNEDY
COURT REPORTER

CARL BOLANDER & SONS CO.

EXCAVATING AND ROAD CONTRACTOR

Page 2

2933 PLEASANT AVENUE
MINNEAPOLIS, MINNESOTA 55408



March 8, 1972

Reilly Tar and Chemical Corporation

10. Furnish permits required for our work and provide evidence of insurance with limits to (\$5,000,000.00) Five Million Dollars.

Tanks, containers and piping are to be emptied of product by the owner.

The boiler plant is to be kept operational and functioning by the owner for contractor use in steaming and cleaning operations during removals.

All salvageable materials and equipment are contractor's property unless specifically arranged otherwise by written agreement.

Our lump sum quotation for this proposal is One Hundred Eighteen Thousand Dollars (\$118,000.00) payable in monthly progress payments with a final payment thirty (30) days after completion.

Very truly yours,

CARL BOLANDER & SONS CO.

B. F. Longman
Representative

BFL:aol

MR. T. J. RYAN - INDPLS.

St. Louis Park

Mr. H. L. Finch

March 14, 1972

PLANT PROPERTY

On March 2nd we received a visit from the staff members of the City of St. Louis Park with reference to our proposal to remove certain portions of the plant buildings and tanks while leaving others. The committee consisted of Mr. William Thybolt, City Planner, Mr. Richard Brooks, Supervisor of Zoning and Inspection, Mr. David Rudberg, City Engineer, Mr. Robert Locke, City Assessor, Mr. Harvey McPhee, City Sanitation.

We spent about an hour in my office going over the plant layout and explaining our intention to remove certain buildings in accordance with our proposal to the City. In general, we informed them that our intention was to dispose of material that could be used as fill on the plant site. And, any frame buildings, etc. that might cause a problem of disposal and detract from the value of the property would be removed.

The atmosphere was one of cooperation and my observation is that Mr. Churches did have a meeting with the staff and laid down the ground rules of cooperation, not belligerence.

No one brought up an unexpected problem. Mr. McPhee did ask how much material was remaining in the cistern and I explained eighteen inches to two feet would be my guess. Mr. McPhee also questioned the construction of the loading dock but that was the extent of his participation.

After the general discussion, the City Planner, the City Engineer and the City Inspector made a tour of the buildings that we intended to leave standing, those of concrete and brick construction. Again we explained our intention to gut the buildings of items such as pipes and pumps that might be difficult to dispose of on the plant site but otherwise leave the buildings in tact and not attempt to dig up any pipes that might be buried, etc. The City Inspector seemed somewhat concerned about the reinforced concrete structure of the refinery and some of our buildings, pointing out the difficulty of handling such material. But, I would consider this his major comment.

Tom, this letter was written on Friday, March 3rd but after a complete afternoon meeting of Monday, March 6th and then a trip to Glenwood on the 7th and Chicago on the 8th and 9th, this letter was not set up to be typed until today, March 13th as I blew Friday trying to get orientated and reorganized.

RTC DEPO. EXH. 139
5/2/83
MARY A. KENNEDY
COURT REPORTER

300633

Mr. T. J. Ryan - Indpls. (Page 2)

On Monday, March 6th, Mr. Reiersgard and I were to meet after lunch and have a brief discussion about Bolander's proposal for removing the structures. After looking over Bolander's proposal and his quotation of \$115,000.00, attached copy, it was decided that we would have Mr. Longman from Bolander come over and we would discuss his proposal. The discussion was approached with the idea in mind of pursuing the demolition more in line with what the City had requested, since Bolander was so close to complying with their request.

As you recall, we had asked Bolander to give us a price to include the removal of tanks, etc. in line with our last offer to the City. We had also asked Bolander to give us a price on the demolition of the buildings that we had not included in our last proposal to the City thinking that should the City not take our proposal, we would have an alternative offer. Also, we recognize that if the City backed out completely from the purchase of the property, it would be necessary for us to leave the property in a safe manner which would include the removal of the brick buildings.

Mr. Longman explained that it would be much more economical to go in and take out everything without having to worry about picking and choosing. At any rate his price of \$115,000.00 was attractive enough so that we asked him to give us a complete picture, removing the trenches that the City seemed to worry about. Also, we asked for the removal of the Wheeler small buildings which are wooden structures that house their drills, saws, etc. of their framing area. We thought we would include Wheeler as it may be necessary for us to demolish the buildings to assure their removal by a certain date.

Mr. Longman visited the plant last week and looked over the trenched area and measured off the lineal footage that he would have to dig up in order to remove the pipes. They took a look at the Wheeler buildings and was to get back to us by last Friday.

In talking to Mr. Longman on Friday I found that he was called out of town, after having the opportunity of looking over the area again and would not be able to get together with us until Monday. The City of St. Louis Park also visited us last week and looked over the buildings again with Mr. McPhee and Mr. Brooks being the visitors. They in turn called Mr. Longman as they wanted his proposition on an additional removal. It seems that Mr. Brooks wanted Bolander to give him a price on the removal of all foundations and caps on piling. What he wanted was all concrete caps and footings to be removed but he did not care if the piling was left in the ground.

After going over the City's request with Mr. Longman, and referring

300634

Mr. T. J. Ryan - Indpls. (Page 3)

to prints of the dock and the treating plant, I explained that we did not want to consider the City's request as a part of our proposal to the City and that he was to proceed and get me a revised quotation in line with our discussion of March 6th with Mr. Reiersgord. I was quoted then a price of \$118,000.00 for the removal, copy of said letter attached.

Yours very truly,

H. L. Finch

HLF:ge

Attachment

300635

CARL BOLANDER & SONS CO.

EXCAVATING AND ROAD CONTRACTOR

2933 PLEASANT AVENUE

MINNEAPOLIS, MINNESOTA 55408



March 15, 1972

City of St. Louis Park
5005 Minnetonka Boulevard
St. Louis Park, Minnesota 55416

Attention: Mr. Richard A. Brooks

Re: Republic Creosote Property near
Walker & Louisiana In St. Louis Park

Gentlemen:

We submit the following quotation to perform demolition, removal and cleanup work at the above referenced site:

1. Demolish the following buildings to surrounding grades or below. No. 2-3-4-5-9-37-18-20-10-11-12-1-33-22-27-26-32-25. (Designations as shown on Reilly Tar and Chemical Corporation drawing number 19M dated 7-20-44)
2. Remove tar well to pile elevation.
3. Remove railway dock to pile elevation.
4. Dispose large masonry and decomposables off site, leaving small masonry for use as fill material.

Our lump sum price for this work is Forty Two Thousand Dollars (\$42,000.00).

Very truly yours,

CARL BOLANDER & SONS CO.

A handwritten signature in dark ink, appearing to read 'B. F. Longman'.

B. F. Longman

BFL:aol

RTC DEPO. EXH. 140
5/2/83
KAREY A. KENNEDY
COURT REPORTER

March 20, 1972

Reilly Tar and Chemical Corporation
7200 Walker Street
Minneapolis, Minnesota 55426

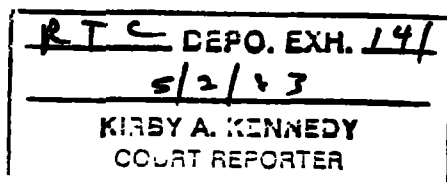
Attn: Mr. Herb Finch

RE: Portion of the St. Louis Park Plant
lying Westerly of proposed extension
of Louisiana Avenue as shown on
attached Exhibit "A".

Gentlemen:

After inspection of that part of the company property referenced herein, we submit the following proposal to perform demolition, removal and cleanup work in a workman like manner, at the above referenced site, as follows:

1. Demolish all buildings and attachments to surrounding grades or below.
2. Remove above and below grade tanks and demolish supporting pads or legs to surrounding grade or below.
3. Remove all railroad rails and ties together with associated docks or other structures to surrounding grade or below.
4. Remove above grade piping, poles, walls and miscellaneous structures.
5. Break open tunnels, pits, and basements to the extent they are known to us and remove below grade piping or machinery exposed in this work.
6. Fill basements, pits, tunnels and low areas with small masonry and earth materials from the site.
7. Dispose off the site the demolition materials and debris not suitable for fill.
8. Remove container residues and dispose off site.
9. Generally level the site and remove miscellaneous timber and large iron.
10. Furnish permits required for our work and provide evidence of insurance with limits to (\$5,000,000.00) Five Million Dollars.



449180

Page 2

Reilly Tar and Chemical Corporation

March 20, 1972

11. Tanks, containers and piping are to be emptied of product by the owner, however all product residue remaining in tanks shall be disposed of by us as set out in paragraph eight.
12. The boiler plant is to be kept operational and functioning by the owner for our use in steaming and cleaning operations during removals, for up to two (2) weeks time beginning the day after the final or last treatment of wood products by the owner has been performed.
13. All salvageable materials and equipment located at the referenced site, shall be contractor's property as released by owner when not necessary for production, unless specifically arranged otherwise by the written schedule which is attached hereto as Exhibit "B".

Work shall start by July 1, 1972 and shall be completed before September 1, 1972. Our lump sum quotation for this proposal is One Hundred Eighteen Thousand Dollars (\$118,000.00) payable in monthly progress payments with a final payment thirty (30) days after completion.

Very truly yours,

CARL BOLLEDER & SONS CO.

D.F. Loughman
Representative

449181

AGREEMENT FOR CLEARING LAND

THIS AGREEMENT, made this 13th day of April, 1972, by and between
REILLY WAR AND CHEMICAL CORPORATION (hereinafter called "Owner") and CARL BOLANDER &
SONS CO., 2933 Pleasant Avenue, Minneapolis, Minnesota, (hereinafter called "Contractor")

The parties understand that the Owner owns a tract of land of approximately
eighty (80) acres located in the City of St. Louis Park, Hennepin County, Minnesota,
locally described as.

Lots 25 through 48, inclusive, Block 106,
Rearrangement of St. Louis Park

AND
Lot 1, Auditor's Subdivision No. 201

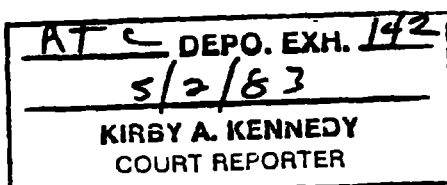
and that the Owner desires to have the substantial portion of said premises cleared,
and the Contractor is in the business of performing such work, and therefore the
parties agree upon the following terms and conditions.

1. The Contractor agrees to perform the following demolition, removal
and clean-up work:

a) Definitions. For purposes of this section, the following definitions
shall be applicable:

i) Grade (adjacent ground elevation) is the lowest point of
elevation of the finished surface of the ground between the exterior
wall of the building and a point five feet distant from said wall, or
the lowest point of elevation of the finished surface of the ground
between the exterior wall of a building and the property line of it
if it is less than five feet distant from said wall. In case walls
are within five feet of a public way, the grade shall be the elevation
of the public way.

ii) Small masonry shall mean brick, stone, concrete, and non-
organic materials 1 1/2 cubic feet or less in content and not more
than 24" in any dimension and shall not be capable of compression
at less than 1500 pounds per square foot that may easily be ascertained



as to density by astute judgment factors of both the demolition

contractor and the City of St. Louis Park's engineering personnel.

b) Work to be done. The Contractor shall provide for demolition,

removal, and clean-up work on the property as follows:

1) Demolish all buildings, structures, and attachments thereto to surrounding grade. Foundations and floors are to be removed to grade or below.

2) Remove above and below grade tanks and demolish supporting pads or lays to grade or below grade.

3) Remove all railroad rails and ties together with associated tracks or other structures to surrounding grade or below. Loading dock and air fill structures are to be removed to the filling level, other pile caps, if any not included.

4) Remove above grade piping, valves, walls and miscellaneous structures.

5) Break down tunnels pits, basements, and cellars to the extent they are known to the Owner and remove the below-grade piping or machinery exposed in the work.

6) Fill basements, cellars, pits, tunnels, and low areas with small masonry and earth materials from the site.

7) Dispose off the site the demolition materials and debris not suitable for fill outside of St. Louis Park.

8) Remove container and piping residues and dispose of same at an off site location outside of St. Louis Park.

9) Generally level the site to grade and remove miscellaneous timber, large iron, steel, and remaining debris from site and dispose of at a location outside of St. Louis Park.

10) The site shall be free of all visible demolition materials not suitable for fill, buildings, structures, and attachments thereto remaining above grade. Site finishing shall be accomplished in a workmanlike manner to rough grade conditions.

2. The contract shall be completed by the Contractor on or before October 1st, 1972.

3. All species of trees on the premises shall be protected from damage during removal of structures and equipment.

4. This contract for demolition, removal and clean-up work on the property of the Owner shall not be applicable to that part of the described property lying Easterly of the Easterly right-of-way line of the proposed Louisiana Avenue Extension, which right-of-way line is shown in red on Exhibit "A" hereto. As to the part of the property lying East of the Easterly right-of-way, Contractor shall not enter thereon or perform any work thereon, unless the parties may otherwise agree at some later date.

5. The Owner will identify all wells on the premises and desires that they be left intact. The Contractor agrees not to damage or interfere with said wells and agrees to leave them intact; and the Contractor agrees to leave the water main intact and in an operable condition.

6. The Contractor shall be responsible for obtaining all permits required for the work and shall provide evidence of liability insurance protecting the Owner with limits of at least Five Million Dollars (\$5,000,000.00).

7. The tanks, containers and piping are to be emptied of product by the Owner, however, all residues left remaining in the tanks shall be disposed of by the Contractor as provided in Paragraph 1.b) 8) herein.

8. The Owner agrees to keep the Company boiler plant operational and functioning for Contractor's use in steaming and cleaning operations during removal. This continued operation shall be for up to two (2) weeks time beginning the day after the final or last treatment of wood product by the Owner has been performed at the plant.

9. All salvagable materials and fixtures located at the referenced site shall be Contractor's property as released by Owner when not necessary for production except as to those items which are listed on Exhibit "B" attached hereto.

10. The Contractor shall begin work on or before July 1st, 1972 as

may be arranged between the parties, and the work shall be completed before October 1st, 1972.

11. The lump sum and agreed to price for this work is the sum of One Hundred Thirty-Six Thousand Dollars (\$136,000.00). The Owner agrees to pay monthly progress payments as the work is being performed, provided, however, that the final payment shall not be due until thirty (30) days after final completion of the work and shall be a minimum of Thirty Thousand Dollars (\$30,000.00). In performing the work the parties agree to coordinate their activities as the Company shuts down operations and releases certain areas of the premises for work by the Contractor.

12. The parties agree and understand that the premises have been sold by the owner to the City of St. Louis Park and that the Sale Agreement with the City of St. Louis Park provides that the work described in Paragraph 1 hereof shall be performed by the Owner and that the Owner is entering into this Contract with the Contractor for the purpose of performing this obligation to the City of St. Louis Park in connection with the Agreement for the sale of said real estate.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

REILLY TAR & CHEMICAL CORPORATION

By _____

CARL BOLANDER & SONS CO.

By *B. F. Bolander*
Wm. F. Bolander

PTC DEPO. EXH. 143
 5/2/83
 KIRBY A. KENNEDY
 COURT REPORTER

208 668

AGREEMENT FOR CLEARING LAND

THIS AGREEMENT, made this 13th day of April, 1972, by and between

→ REILLY TAR AND CHEMICAL CORPORATION (hereinafter called "Owner") and CARL BOLANDER & SONS CO., 2933 Pleasant Avenue, Minneapolis, Minnesota, (hereinafter called "Contractor").

The parties understand that the Owner owns a tract of land of approximately eighty (80) acres located in the City of St. Louis Park, Hennepin County, Minnesota, legally described as:

Dev { Lots 25 through 48, inclusive, Block 306,
 Rearrangement of St. Louis Park
 AND
 Lot 1, Auditor's Subdivision No. 281

and that the Owner desires to have the substantial portion of said premises cleared, and the Contractor is in the business of performing such work, and therefore the parties agree upon the following terms and conditions:

1. The Contractor agrees to perform the following demolition, removal and clean-up work:

a) Definitions. For purposes of this section, the following definitions shall be applicable:

i) Grade (adjacent ground elevation) is the lowest point of elevation of the finished surface of the ground between the exterior wall of the building and a point five feet distant from said wall, or the lowest point of elevation of the finished surface of the ground between the exterior wall of a building and the property line of it if it is less than five feet distant from said wall. In case walls are within five feet of a public way, the grade shall be the elevation of the public way.

(ii) Small masonry shall mean brick, stone, concrete, and non-organic materials 1 1/2 cubic feet or less in content and not more than 24" in any dimension and shall not be capable of compression at less than 1500 pounds per square foot that may easily be ascertained

5/31/72 EST #1 \$ 26,000⁰⁰
 6/29/72 - #2 56,000⁰⁰
 7/1/72 #3 71,000⁰⁰
 8/31/72 - 106,000⁰⁰
 12/20/72 FINAL 136,000⁰⁰

as to density by astute judgment factors of both the demolition contractor and the City of St. Louis Park's engineering personnel.

b) Work to be done. The Contractor shall provide for demolition, removal, and clean-up work on the property as follows:

1) Demolish all buildings, structures, and attachments thereto to surrounding grade. Foundations and floors are to be removed to grade or below.

2) Remove above and below grade tanks and demolish supporting pads or legs to grade or below grade.

3) Remove all railroad rails and ties together with associated docks or other structures to surrounding grade or below. Loading docks and ear wall structures are to be removed to the piling level, other pile caps, if any not included.

4) Remove above grade piping, poles, walls and miscellaneous structures.

5) Break open tunnels pits, basements, and cellars to the extent they are known to the Owner and remove the below-grade piping or machinery exposed in the work.

6) Fill basements, cellars, pits, tunnels, and low areas with small masonry and earth materials from the site.

7) Dispose off the site the demolition materials and debris not suitable for fill outside of St. Louis Park.

8) Remove container and piping residues and dispose of same at an off site location outside of St. Louis Park.

9) Generally level the site to grade and remove miscellaneous timber, large iron, steel, and remaining debris from site and dispose of at a location outside of St. Louis Park.

10) The site shall be free of all visible demolition materials not suitable for fill, buildings, structures, and attachments thereto remaining above grade. Site finishing shall be accomplished in a workmanlike manner to meet grade conditions.

2. The contract shall be completed by the Contractor on or before October 1st, 1972.

3. All species of trees on the premises shall be protected from damage during removal of structures and equipment.

4. This contract for demolition, removal and clean-up work on the property of the Owner shall not be applicable to that part of the described property lying Easterly of the Easterly right-of-way line of the proposed Louisiana Avenue Extension, which right-of-way line is shown in red on Exhibit "A" hereto. As to the part of the property lying East of the Easterly right-of-way, Contractor shall not enter thereon or perform any work thereon, unless the parties may otherwise agree at some later date.

5. The Owner will identify all walls on the premises and desires that they be left intact. The Contractor agrees not to damage or interfere with said walls and agrees to leave them intact; and the Contractor agrees to leave the water main intact and in an operable condition.

6. The Contractor shall be responsible for obtaining all permits required for the work and shall provide evidence of liability insurance protecting the Owner with limits of at least Five Million Dollars (\$5,000,000.00).

7. The tanks, containers and piping are to be emptied of product by the Owner, however, all residues left remaining in the tanks shall be disposed of by the Contractor as provided in Paragraph 1.b) 8) herein.

8. The Owner agrees to keep the Company boiler plant operational and functioning for Contractor's use in steaming and cleaning operations during removal. This continued operation shall be for up to two (2) weeks time beginning the day after the final or last treatment of wood product by the Owner has been performed at the plant.

9. All salvagable materials and fixtures located at the referenced site shall be Contractor's property as released by Owner when not necessary for production except as to those items which are listed on Exhibit "B" attached hereto.

10. The Contractor shall begin work on or before July 1st, 1972 as

may be arranged between the parties, and the work shall be completed before October 1st, 1972.

11. The lump sum and agreed to price for this work is the sum of One Hundred Thirty-Six Thousand Dollars (\$136,000.00). The Owner agrees to pay monthly progress payments as the work is being performed, provided, however, that the final payment shall not be due until thirty (30) days after final completion of the work and shall be a minimum of thirty thousand dollars (\$30,000.00). In performing the work the parties agree to coordinate their activities as the Company shuts down operations and releases certain areas of the premises for work by the Contractor.

12. The parties agree and understand that the premises have been sold by the owner to the City of St. Louis Park and that the Sale Agreement with the City of St. Louis Park provides that the work described in Paragraph 1 hereof shall be performed by the Owner and that the Owner is entering into this Contract with the Contractor for the purpose of performing this obligation to the City of St. Louis Park in connection with the Agreement for the sale of said real estate.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

SELLER AND A CHEMICAL CORPORATION

BY

J. H. Nelson V.P.

CARL BOLANDER & SONS CO.

By *Carl Bolander*

Myrle Bolander

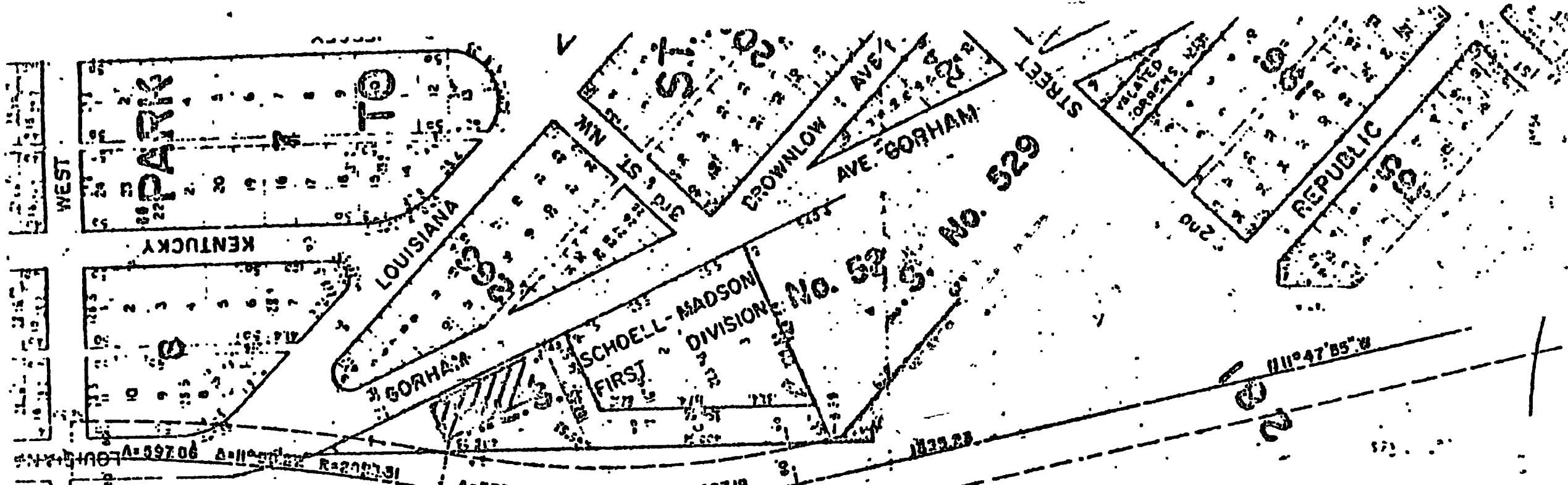


Exhibit A

TOR'S

DIVISION

129

TOR'S

SUBDIVISION

~~RECORD~~

EXHIBIT "B"

The following is a list of property and equipment to which the owner retains ownership and will remove from the premises:

1. Lumber framing equipment such as any saws, drills and gainers whether fixed or not fixed.
2. Incisor, adzing and boring machines and attached conveyors together with electrical control panels located in buildings 26 and 32.
3. One centrifugal fill pump, air compressor, guages, valves and receiving tank, treating gauges and recording instrumentations, and three Union steam pumps all located in the annex building 22.
4. Feed water regulator and meter and associated recorder, water softening equipment including chemical feed pump and preheater, steam flow meter and recorder including specialized valves and controls for the foregoing. All located in building 22.
5. Charge puller and sump pumps located on the loading dock in the vicinity of buildings 28 and 29.
6. Air conditioner and office equipment located in building 1.
7. Movable machinery and tools located in buildings 10 and 11 that may presently be affixed to foundation.
8. Valves and gauges and instrumentation recorder in connection with the still operation, one Burnham Worthington steam pump, all located in buildings 5 through 9.
9. One pressure tank six by sixteen with valves and gauges located in buildings 5 through 9. One 10,000 gallon tank (designated as diesel fuel tank) located to the south of buildings 5 through 9, one 16,000 gallon tank (designated as tank #29 - horizontal) west of buildings 5 through 9, one well pump located south of buildings 5 through 9.
10. One Dean Bros. steam pitch pump located in the vicinity of tank #1, tank car unloading area.
11. Three operational steam heaters located in various buildings.
12. Large shavings collector and cyclone along side dock area (not in use).
13. Is further understood that all mobile equipment, such as but not limited to trucks, tractors, cranes, lift trucks, trams, dinkey will remain the property of the Company, except such property as the Company specifically abandoned on the premises.

AGREEMENT FOR
PURCHASE OF REAL ESTATE

THIS AGREEMENT, made this 14 day of April, 1972,
by and between Reilly Tar and Chemical Corporation (hereafter
"Seller") and the City of St. Louis Park (hereafter "Buyer").

Seller agrees to sell and Buyer agrees to purchase
the following described property located in the City of St. Louis
Park, Hennepin County, Minnesota, legally described as:

Lots 25 through 48, inclusive, Block 306,
Rearrangement of St. Louis Park

Lot 1, Auditor's Subdivision No. 281

upon the following terms and conditions:

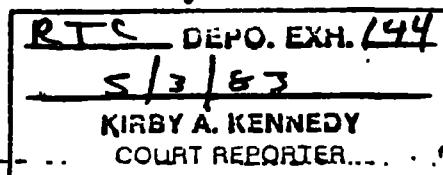
1. Purchase Price; Earnest Money. The purchase price
to be paid by Buyer for the subject property shall be One Million
Nine Hundred Thousand Dollars (\$1,900,000.00). Buyer has paid
Seller \$5,000.00 earnest money, the receipt of which is hereby
acknowledged. The balance of \$1,895,000.00 shall be paid by
Buyer to Seller at closing.

2. Closing. Closing shall be October 2, 1972, at the
offices of Yngve, Yngve & Reiersgord, Attorneys, 6250 Wayzata
Boulevard, Minneapolis, Minnesota.

3. Possession Date. Possession shall be turned over to
Buyer as of the date of closing.

4. Condition of Premises. It is understood that as a
part of the consideration of this purchase that the Buyer is
acquiring said premises in an "as is" condition except for the
provisions in number 5 of this agreement and that this "as is"
condition includes any and all questions of soil and water im-
purities and soil conditions; and that the City agrees to make
no claim against the Seller for damages relative to soil and
water impurities, if any, in any way relating to the premises sold

4600479



herein, or relative to any other premises in which the City of St. Louis Park holds an interest. This provision shall survive the closing of this transaction.

5. Demolition, Removal, and Clean-up Work.

a) Definitions. For purposes of this section, the following definitions shall be applicable:

i) Grade (adjacent ground elevation) is the lowest point of elevation of the finished surface of the ground between the exterior wall of the building and a point five feet distant from said wall, or the lowest point of elevation of the finished surface of the ground between the exterior wall of a building and the property line of it if it is less than five feet distant from said wall. In case walls are within five feet of a public way, the grade shall be the elevation of the public way.

ii) Small masonry shall mean brick, stone, concrete, and non-organic materials 1 1/2 cubic feet or less in content and not more than 24" in any dimension and shall not be capable of compression at less than 1500 pounds per square foot that may easily be ascertained as to density by astute judgment factors of both the demolition contractor and the purchaser's engineering personnel.

b) Work to be Done. Reilly Tar and Chemical Company shall provide for demolition, removal, and clean-up work on the property as follows:

1) Demolish all buildings, structures, and attachments thereto to surrounding grade. Foundations and floors are to be removed to grade or below.

2) Remove above and below grade tanks and demolish supporting pads or legs to grade or below grade.

3) Remove all railroad rails and ties together with associated docks or other structures to surrounding grade or below. Loading dock and tar well structures are to be removed to the piling level, other pile caps, if any not included.

4) Remove above grade piping, poles, walls and miscellaneous structures.

5) Break open tunnels pits, basements, and cellars to the extent they are known to the seller and remove the below-grade piping or machinery exposed in the work.

6) Fill basements, cellars, pits, tunnels, and low areas with small masonry and earth materials from the site.

7) Dispose off the site the demolition materials and debris not suitable for fill outside of St. Louis Park.

8) Remove container and piping residues and dispose of same at an off site location outside of St. Louis Park.

9) Generally level the site to grade and remove miscellaneous timber, large iron, steel, and remaining debris from site and dispose of at a location outside of St. Louis Park.

10) The site shall be free of all visible demolition materials not suitable for fill, buildings, structures, and attachments thereto remaining above grade. Site finishing shall be accomplished in a workmanlike manner to rough grade conditions.

This work shall be completed by the seller on or before the closing date of October 2, 1972.

All species of trees on the premises shall be protected from damage during the removal of structures and equipment.

This paragraph shall not be applicable to that part of the described property lying Easterly of the Easterly right-of-way line of the proposed Louisiana Avenue extension, which right-of-way line is shown in red on Exhibit A hereto. As to the part of the property lying East of the Easterly right-of-way, Buyer hereby accepts it in an "as is" condition, and Buyer shall be responsible for all demolition, removal, and clean-up work thereon.

6. Real Estate Taxes; Special Assessments. It is also agreed that at or prior to closing the Seller will pay real estate taxes due and payable in 1972 and all special assessments against the subject premises which have been levied prior to January 1, 1972, including the assessment for storm sewer, for which an appeal is now pending, Hennepin County District Court File No. 678582 and will then dismiss said appeal.

7. Seller's Warranty of Title. Subject to performance by the Buyer the Seller agrees to execute and deliver a Warranty Deed conveying marketable title to said premises subject only to the following exceptions:

a) Building and zoning laws, ordinances, State and Federal regulations;

b) Restrictions relating to use or improvement of premises without effective forfeiture provision;

c) Reservation of any minerals or mineral rights to the State of Minnesota;

d) Utility and drainage easements which do not interfere with present improvements.

8. Delivery of Abstract of Title; Marketability of Title.

The Seller shall, within a reasonable time after approval of this

agreement, furnish an abstract of title, or a Registered Property Abstract certified to date to include proper searches covering bankruptcies, and State and Federal judgments and liens. The Buyer shall be allowed 30 days after receipt thereof for examination of said title and the making of any objections thereto, said objections to be made in writing or deemed to be waived. If any objections are so made the Seller shall be allowed 180 days to make such title marketable. Pending correction of title, the payments hereunder required shall be postponed, but upon correction of title and within 10 days after written notice to the Buyer, or upon closing date, whichever date is later, the parties shall perform this agreement according to its terms. If said title is not marketable and is not made so within 180 days from the date of written objections thereto as above provided, this agreement shall, at Buyer's option, be null and void.

9. Current Litigation. It is understood that this agreement represents a means of settling the issues involved in State of Minnesota, by the Minnesota Pollution Control Agency and the City of St. Louis Park, Plaintiffs, vs. Reilly Tar & Chemical Corporation, Defendant, Hennepin County Minnesota District Court Civil File No. 670767. It is understood that the City of St. Louis Park will deliver dismissals with prejudice and without cost to defendant executed by itself and by the plaintiff State of Minnesota at closing. Defendant Reilly Tar & Chemical Corporation will deliver a dismissal of its counterclaim with prejudice and without cost to plaintiffs.

10. Equipment to Remain on Premises. Seller agrees to identify all wells and leave them intact. The Seller may, at its option, remove the pumping equipment. Seller agrees to leave water main intact and in an operable condition.

11. Continued Use of Premises. Between the date of the purchase agreement and the date of closing, the company may use

the premises for manufacturing the industrial purposes and shall continue all existing pollution abatement procedures that are now in place and installed. The company shall cease all business operation not later than October 1, 1972.

12. Maps, Drawings and Information Concerning the Property.

Upon acceptance of this offer to purchase, Seller shall furnish Buyer with copies of all maps, drawings, and other data and information it may possess concerning the subject property.

13. Damages for Delay of Closing. In the event this sale is not closed on or before December 15, 1972, and in the event the purchaser, and any assignee of the purchaser, has not abandoned any right, title and interest in the premises by that date, then as additional damages, the purchaser agrees to pay the Seller an amount equal to the real estate taxes and assessments due and payable on the premises, which are payable in the year 1973, and said payment shall be due by May 1, 1973, and this provision for payment of damages, shall be deemed a payment of part of the earnest money and shall survive any cancellation of the purchase agreement.

14. Assignment of Seller's Rights. It is agreed and understood that the City of St. Louis Park is executing this agreement on behalf of the Housing and Redevelopment Authority of St. Louis Park. The City of St. Louis Park may assign its rights hereunder to the Housing and Redevelopment Authority of St. Louis Park, or to any other party without the consent of Seller. Any such assignment shall not relieve the City of its obligations hereunder.

REILLY TAR & CHEMICAL CORPORATION

By

Its

President

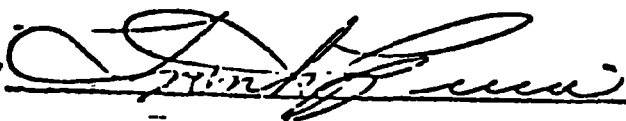
And

Its

Vice President

460-484

CITY OF ST. LOUIS PARK

By 
Its Mayor

And 
Its City Manager

TOR'S
DIVISION

TOR'S
SUBDIVISION

Exhibit A

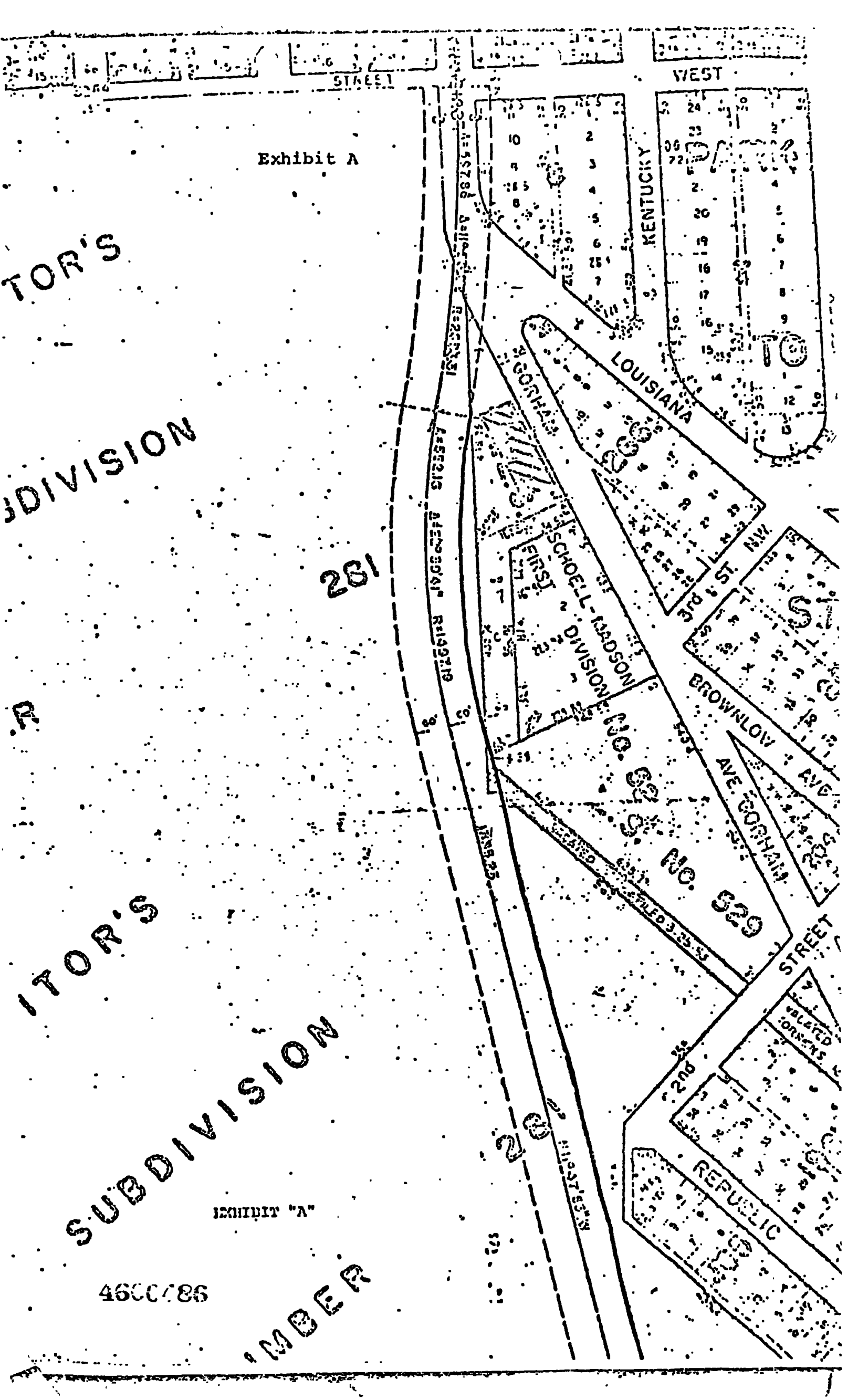
EXHIBIT "A"

4600786

MEMBER

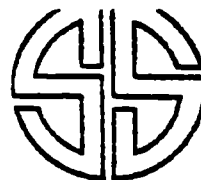
281

282



Stewart, Smith Mid America, Inc.

141 WEST JACKSON BLVD. • CHICAGO, ILLINOIS 60604 • (312) WE 9-5775



VERIFICATION OF INSURANCE

IN ACCORDANCE WITH AUTHORIZATION GRANTED TO STEWART, SMITH MID AMERICA, INC.

BY

APPALACHIAN INSURANCE COMPANY

HEREINAFTER CALLED "UNDERWRITERS"

IS IS
TO
RIFY
TO

Reilly Tar & Chemical Corporation
7200 Walker Street
Minneapolis, Minnesota 55426

THAT THE UNDERWRITERS HAVE ISSUED TO

CARL BOLANDER AND SONS CO.

POLICY OF INSURANCE NO. 70515 FOR THE PERIOD BEGINNING AT 12:01 A. M.
ON THE 31st DAY OF DECEMBER 1970 AND ENDING AT 12:01 A. M.
ON THE 31st DAY OF DECEMBER 1973 STANDARD TIME AT THE PLACE OF ISSUE.

INSURING SAID ASSURED FOR

UMBRELLA LIABILITY INSURANCE

THE LIMITS OF LIABILITY CONTAINED IN SAID POLICY ARE AS FOLLOWS:

\$5,000,000.00 COMBINED SINGLE LIMIT PERSONAL INJURY AND PROPERTY DAMAGE
EACH OCCURRENCE AND IN THE AGGREGATE ANNUALLY WHERE APPLICABLE
TO APPLY IN EXCESS OF UNDERLYING LIMITS AS SPECIFIED IN THE
POLICY OR \$25,000.00 FOR UNINSURED PERILS.

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional assured, nor does it modify in any manner the contract of insurance between the Assured and the Underwriters. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

Should the above mentioned contract of insurance be cancelled, assigned or changed during the above named policy period in such manner as to affect this document, we the undersigned, will endeavor to give ten (10) days written notice to the holder of this document, but failure to give such notice shall impose no obligation of any kind upon the undersigned or upon the Underwriters.

SIGNED AT CHICAGO, ILLINOIS, THIS

14th

DAY OF April

19 72

RTC DEPO. EXH. 145
5/3/83
KIRBY A. KENNEDY
COURT REPORTER

STEW , SMITH MID AMERICA, INC.

By



This Certificate is issued by the Company whose name is checked below. POLICYHOLDER

- ☒ AMERICAN MUTUAL LIABILITY INSURANCE COMPANY
☐ AMERICAN MUTUAL INSURANCE COMPANY OF BOSTON

Executive Offices: Wakefield, Massachusetts

CERTIFICATE OF INSURANCE

As requested, we are pleased to furnish this certificate certifying that on April 14 19 72
insurance is in effect for the insured named herein with respect to the insurance described below subject to the provisions of the policy designated.

Policyholder:

Carl Bolander & Sons Company
P. O. Box 8558
Lake Street Station
Minneapolis, Minnesota

POLICY NUMBER	TYPE OF POLICY	LIMITS OF LIABILITY				EXPIRATION DATE
		BODILY INJURY		PROPERTY DAMAGE		
		EACH PERSON	EACH ACCIDENT	EACH ACCIDENT	AGGREGATE	
WC 960730-01	Workmen's Compensation Statutory Cov. "B"			\$100,000		3-31-73
BLPC 960730-21	Comprehensive General Including Contractual & C&U	250,000	500,000	100,000	100,000	3-31-73
	Comprehensive Automobile	250,000	500,000	100,000		

Location of operations: 7200 Walker Street, Minneapolis, Minnesota

Specific description of operations: Demolition and site clearance

In the event of the termination of this policy, or any substantial change in the coverage afforded thereunder, 30 days prior written notice will be given the certificate holder.

This certificate of insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by the above policy.

This Certificate Issued To:

Reilly Tar and Chemical Corporation
7200 Walker Street
Minneapolis, Minnesota 55426

[Signature]
Authorized Representative

Placing Office Minneapolis

Date 4-14-72

INTER-OFFICE CORRESPONDENCE

REILLY TAR & CHEMICAL CORPORATION

TO: MR. T. J. RYAN - Indpls. OFFICE: St. Louis Park
FROM: Mr. H. L. Finch DATE: May 5, 1972
SUBJECT: PLANT DEMOLITION

In accordance with our agreement with Carl Bolander and Sons, demolition preliminaries have begun at St. Louis Park. On Monday, May 1st we had an orientation meeting attended by Mr. Ben Longman and his Site Superintendent and Foreman. The company was represented by Mr. Warde Barton, Mr. Gordon Ess and myself.

Out of this meeting plans were formulated to handle the utility cutoffs to the refinery building. Utilities comprising the steam, electrical, phone and water.

The understanding was reached that Bolander could begin immediately the destruction of (a) the refinery building (b) the tar cistern (c) the tank farm in the refinery.

Yesterday, May 2nd, the utilities were so disconnected and secured to allow Bolander to begin his operations in the destruction of the refinery. Bolander's crew first stripped the refinery of the copper wire and removed some of the valves they thought might be worth salvaging. In addition they started to cut up the steel bays in the refinery. The steel bays were formerly used for cooling electrode binder pitch.

Today, May 3rd, I have been informed that their crane will begin the demolition of the refinery building, proceeding at the north end of the refinery. The reason for beginning at the north end of the refinery is that this would continue to allow them to work on the bays while destroying the building.

Yours very truly,

H. L. Finch
H. L. Finch

HLF:ge

RTC	DEPO. EXH. 146
5/3/73	
KIRBY A. KENNEDY	
COURT REPORTER	

208313

INVOICE 3753-4

2933 Pleasant Avenue South
Phone: 825-6851

Carl Bolander & Sons Co.

Excavating and Road

CONTRACTORS

Minneapolis, Minn. 55408

Order No. _____

Date 5-31-72

Id to Reilly Tar and Chemical Corp.
7200 Walker
St Louis Park, Minn.

Delivered to City of St Louis Park
Lots 25 through 48, incl., Block 306,
Rearrangement of St. Louis Park and

CLAIMS OR DISCREPANCIES MUST BE Lot 1,
REPORTED WITHIN 10 DAYS Auditor, s

Subdivision No. 281

Furnish equipment and labor to perform
demolition and related work.

agreement dated 4/13/72

Estimate No. 1 \$ 26,000.00

ST. LOUIS PARK
MATERIAL REC'D May 1971
QUANTITY AND
CERTIFY Q. T. By J. H. F.
PRICE Q. T. By J. H. F.
EXTENSION Q. T. By J. H. F.
TERMS Net
AMT. DTD. PD. By J. H. F.
P.P. OR CL. By J. H. F.
IF O. B. By J. H. F.
CARGO TO By J. H. F.

RTC DEPO. EXH. 147
5/3/83
KIRBY A. KENNEDY
COURT REPORTER

300650

INTER-OFFICE CORRESPONDENCE
REPUBLIC CREOSOTING COMPANY
DIVISION OF REILLY TAR & CHEMICAL CORPORATION

TO: MR. T. J. RYAN - INDPLS. OFFICE: St. Louis Park
FROM: Mr. E. L. Finch DATE: June 5, 1972
SUBJECT: ST. LOUIS PARK PLANT OPERATIONS

In the demolition, Bolander is not making the apparent progress that was made during his removal of the refinery building. This week has been spent on removing and cutting up two above ground storage tanks along with removal of five underground storage tanks through the refinery area. Some of the underground storage tanks gave them quite a problem because of size and because they were full of water and solids.

If we thought that the refinery looked like a battle field last week, this week it looks like the battle was intensified. The first ground tank they removed a week or so ago made me think they were going to have a lot less trouble with the ground tanks than I anticipated. This week, however, I would say they are running into more of the anticipated problems.

One discouraging note on the scene and that is a threatened strike involving the Forty Niners (termed the Operators Union). The Forty Niners now take on a broad classification of laboring skills. The possible strike has been talked about for sometime during the week of June 5th.

As I have reported to you on the treating operations, we are maintaining a projected schedule. The Chicago & Northwestern has given us disposition of all the material we now have in our yard. As of this writing we still have two cars of treated material to load and this will complete all shipments for the Chicago & Northwestern Railroad. The Milwaukee Railroad has now given us disposition and shipping instructions on all the lumber they have in inventory. The treatment of the Douglas Fir Lumber should be finished close to June 20th. The final treatment of the Milwaukee Hardwood Crossings, which will be the final treatment at the plant should be around June 27th.

We have requested the Burlington Northern to send us in two empty tank cars to receive our last 50/50 creosote-petroleum solution. The Burlington Northern will be taking these cars up to Brainerd for use in their treatment. This is a separate order and will not be involved in our regular shipments from Granite City. According to the Burlington Northern's projection we should have these cars in our plant sometime during the week of June 12th. When we receive the cars we will reduce to one work tank in the treating plant; this will consist of creosote oil. Our 50/50 treatments would be complete. We did receive the two cars of creosote oil from Dometar and from the material now designated to be treated, it will be touch and go as to

DEPO. EXH. 14

KIRBY A. KENNEDY
COURT REPORTER

222938

DATE August 4, 1972

Memo for File

Harvey J. Reilly

Desolution Survey; Reilly Chemical and Tar

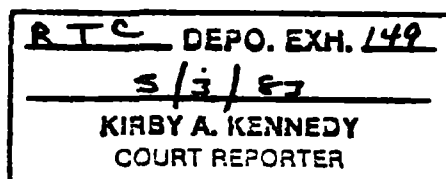
McPhee, Brooks, and Thibault met Ben Longeman of Carl Bolander and sons at the site at 8:30 a.m.

A complete review was made of all work and the plans for completion. The tar pit, the API separator, and the retort building were given special attention.

One of the employees of Reilly Chemical and Tar showed us several wells. Two wells could not be found although the general area is known. One well may be found in the removal of a concrete slab. However, this well is supposedly very shallow and operated with a hand pump.

The other well is in the vicinity of the Wheeler Bridge office and served Blacktop service. It is said to be in the area of the Wheeler office.

HJMcP:ems



7800237

Herb Finch
333 3374
1905/1906

1st Class

—FROM—
WEBSTER LUMBER COMPANY
3410 UNIVERSITY AVENUE S. E.
MINNEAPOLIS, MINNESOTA 55414

RETURN POSTAGE GUARANTEED

TO Mr. Ben Longman
X Carl Bolander & Sons
724 Sebley Avenue N. E.
Minneapolis, Minnesota

YOUR ORDER NO. **OUR ORDER NO.**

1001

RTC - J.P.O. EXH. 150
5/3/83
KATHY A. KENNEDY
COURT REPORTER

TELEPHONE 544-8451

THOMAS E. REIERSGORD

YNGVE YNGVE & REIERSGORD
ATTORNEYS AT LAW

6250 WAYZATA BOULEVARD MINNEAPOLIS, MINN. 55416



612-333-3376

WEBSTER WOOD PRESERVING COMPANY

HERBERT L. FINCH
GENERAL MANAGER

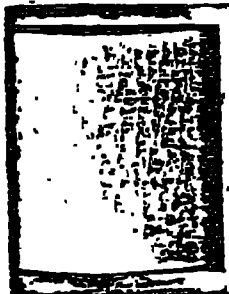
3610 UNIVERSITY AVE. S.E.
MINNEAPOLIS, MINN. 55414



RICHARD A. BROOKS
SUPERVISOR OF ZONING
& INSPECTION

Telephone
920-3000

DEPT. OF PROTECTIVE INSPECTION
CITY OF ST. LOUIS PARK
5005 Minnetonka Boulevard
St. Louis Park, Minnesota 55416



8/23/72

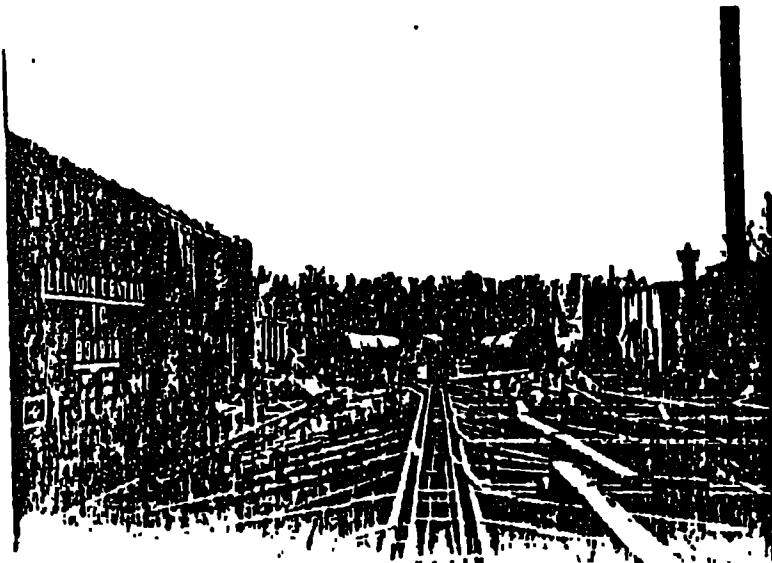
Ben:

Please return to me
when finished.

Thanks/
Kub

St. Louis Park Plant
October 10th 1929.

Retaining wall in foreground. Note the deflection to the left to allow a narrow gauge track to run down from the dock for the movement of treated ties to the yard.



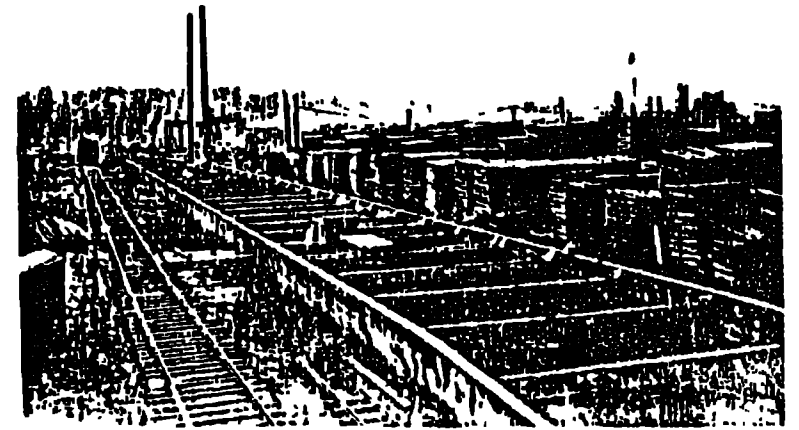
St. Louis Park Plant
October 10th 1929.

Cylinder #2 placed on the new foundations.



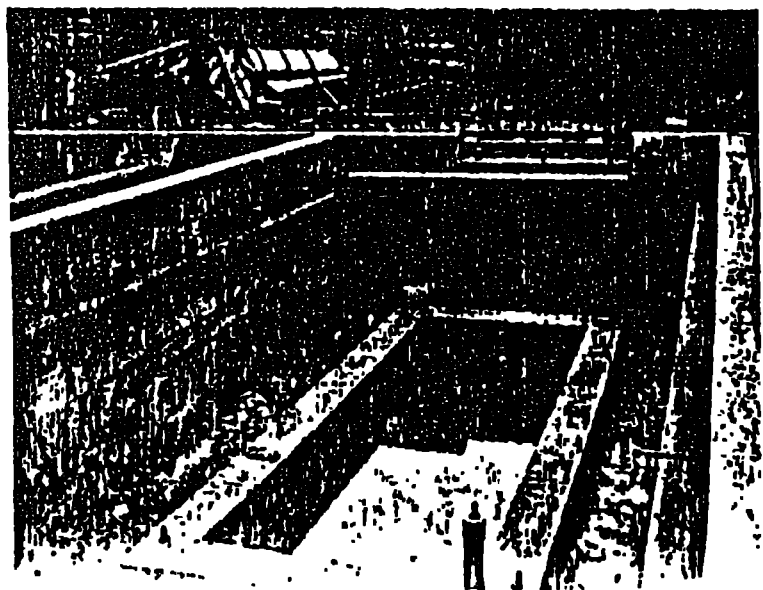
St. Louis Park Plant
October 10th 1929.

Finished concrete dock showing tie beams-derrick and mast foundations.



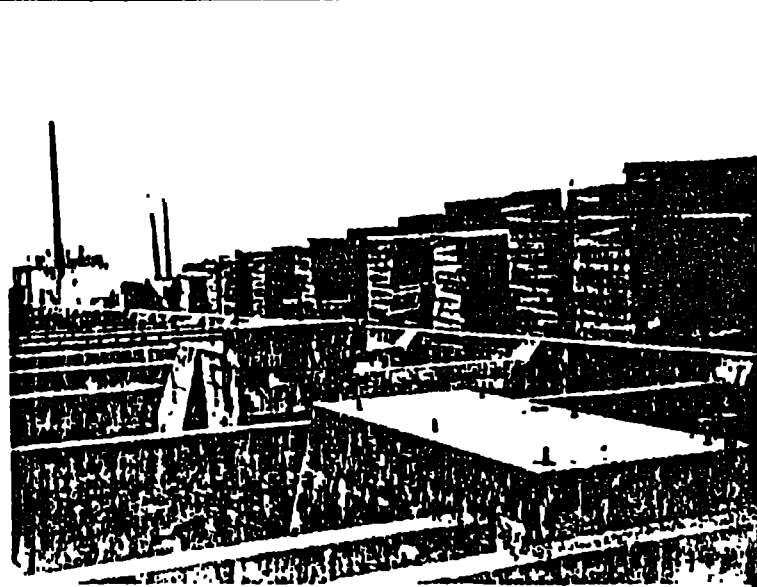
St. Louis Park Plant
October 10th 1929.

New foundation for car puller. The bottom of this foundation is above water level. The water shown is a result of rains. Note opening for sheaves on end wall and the reinforcing beam directly underneath. The bolts in the side are to secure the beams on which will rest a wooden platform. The pipe protruding up is a conduit in the concrete which will carry the wires.



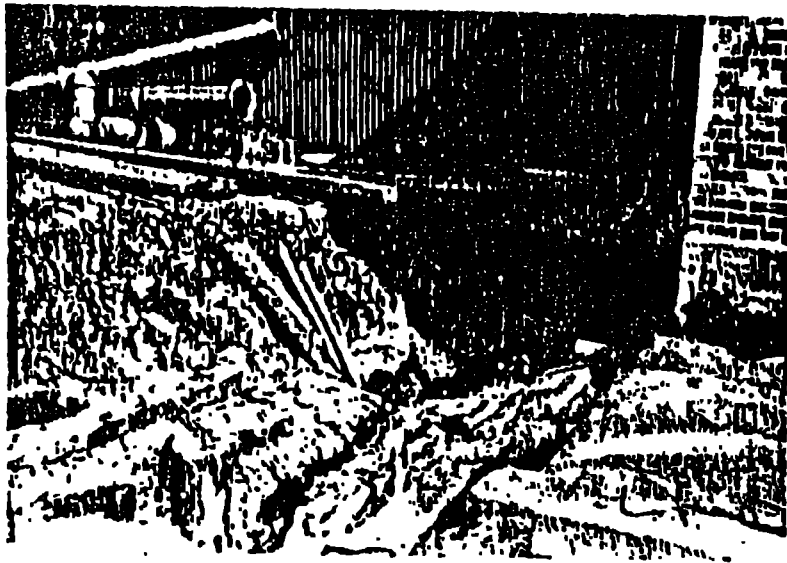
St. Louis Park Plant
October 10th 1929.

New derrick and mast foundations.



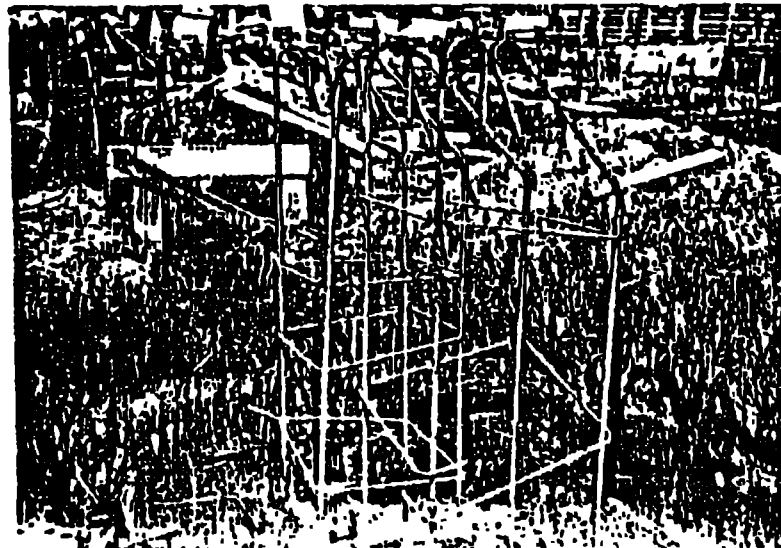
St. Louis Park Plant.
September 30th, 1939.

Showing location of one of the
trenches. Note the 10 inch pipe
almost buried under the wall.
Piling has been driven here to
support the new trench between
the cylinder room and the tank bldg.



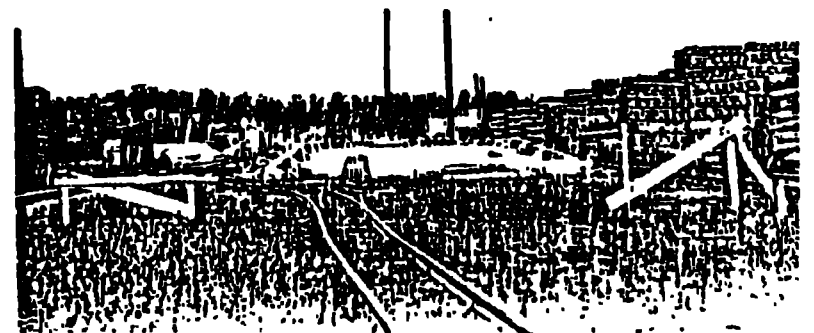
St. Louis Park Plant.
September 30th, 1939.

Showing reinforcement and footing
used in construction of loading
dock retaining wall.



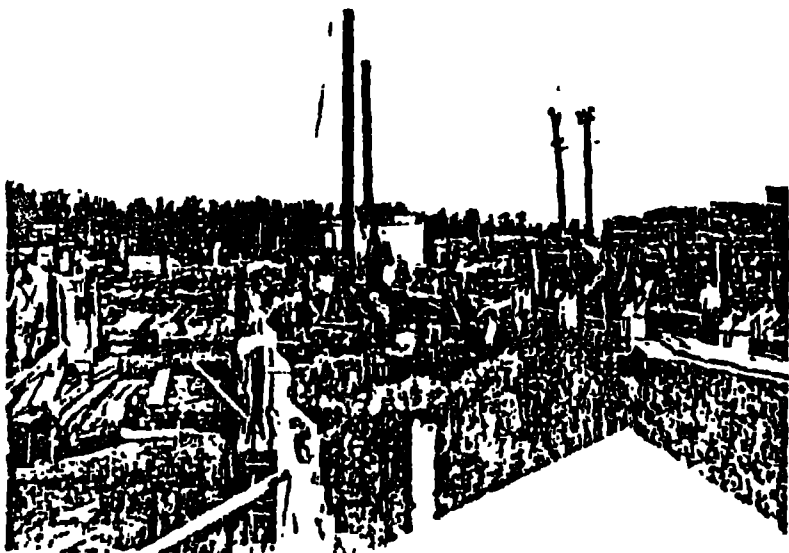
St. Louis Park Plant.
September 30th, 1939.

View from east end of loading dock
showing creosoting plant in
background.



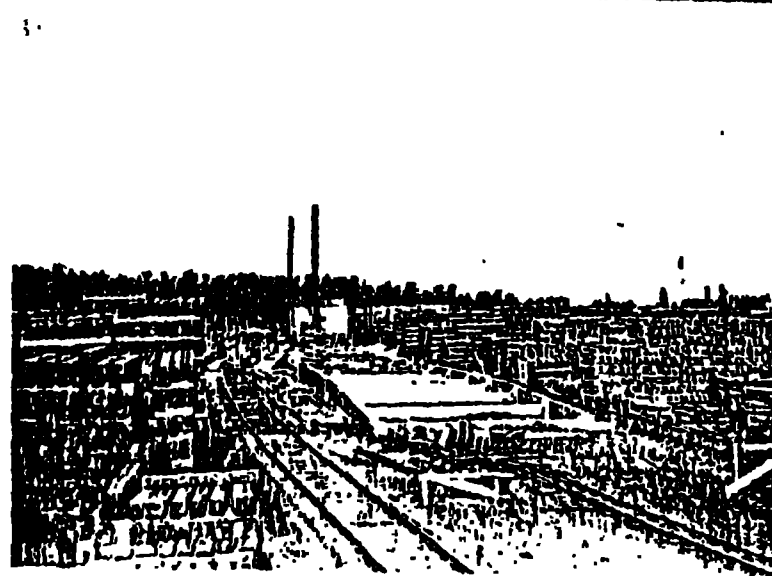
St. Louis Park Plant.
September 30th, 1929.

Showing detail of construction
of retaining wall for the
loading dock.



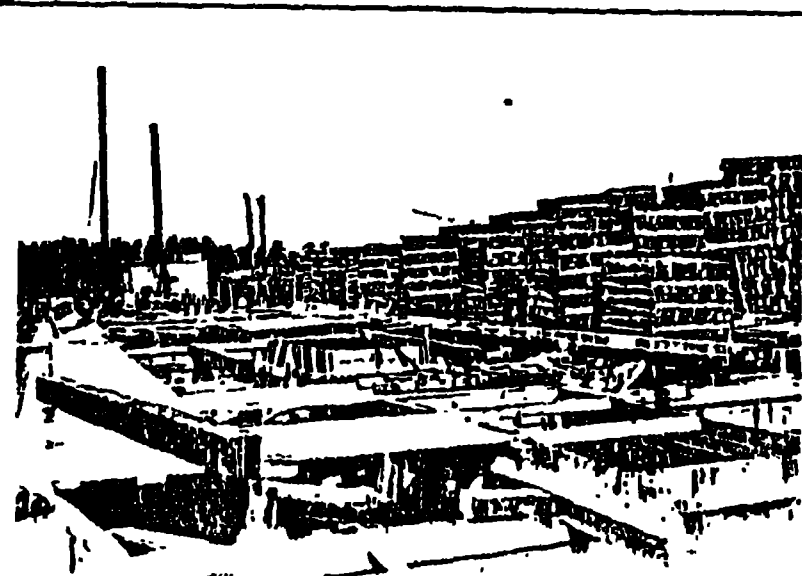
St. Louis Park Plant.
September 30th, 1929.

Showing part of concrete dock
completed except for the fill
and tracks.



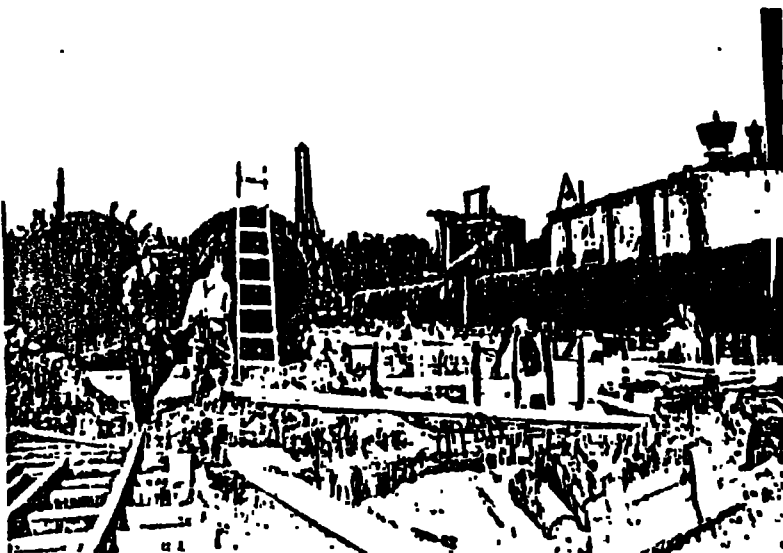
St. Louis Park Plant.
September 30th, 1929.

Showing reinforcement used in
new derrick foundation.



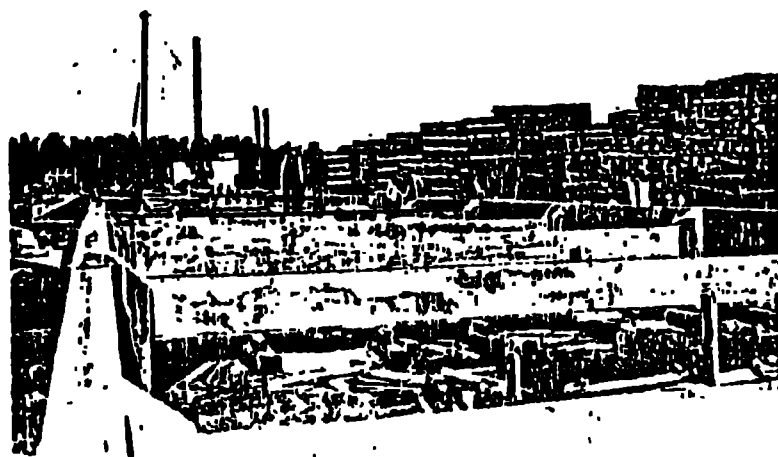
St. Louis Park Plant.
September 30, 1929.

Showing new piers for #2 and
#3 cylinders which are now
the same height as #1.



St. Louis Park Plant.
September 30th, 1929.

Showing construction of cross
members of loading dock



St. Louis Park Plant.
September 30th, 1929.

Showing location of new adzing and
boring mill just west of our
treating tanks.



7200 Walker Street
Minneapolis, Minnesota 55426
September 8, 1972

Mr. T. J. Ryan
Reilly Tar & Chemical Corporation
1615 Merchants Bank Building
Indianapolis, Indiana 46204



Dear Tom:

Please find enclosed invoice number 30796 from Carl Bolander & Sons covering work being performed at St. Louis Park. The current status of the demolition is as follows; buildings remaining are the office building, the garage with attached maintenance shop. Bolander has notified us that they wish to begin demolition of the office structure on September 5th. The garage with attached maintenance shop will follow.

The remaining two large projects will be the dock and the cistern. The structures have been removed from the dock and part of the trackage has been removed from the dock. Bolander's plan is to begin on the dock structure next week along with the demolition of the office building and garage with attached maintenance shop.

Bolander has been removing the rails throughout the yard and has several stacks of rails accumulated. He has left one track into the plant as he plans to ship out the rail by rail car. He also still has to load a cylinder door and some narrow gauge trackage that he is selling to Western Tar Products. At the same time he makes the load for Western Tar Products we will send Western Tar Products twenty of our timber trams.

We are assuming that the sale to Western Tar Products will be at \$100.00 per tram for the twenty trams. We will however have to compensate Bolander for loading the trams with his crane. I told him that I would not pay anymore than \$10.00 per tram but that I hoped he could see his way clear to accomplish the task for less than that.

Generally speaking the last week was spent mainly in the removal of railroad trackage and the hauling of fill from the outside to level off the area around the retorts. The retort building with retorts was recessed and he has brought this up to level. I was surprised to see him bring in outside fill but apparently Bolander has a job in the vicinity that made it easy to bring the fill into our property and dispose of it. The fill looks satisfactory to me.

RTC DEPO. EXH. 151
5/3/83
KIRBY A. KENNEDY COURT REPORTER

Yours very truly,


H. L. Finch

222314

HLF:jmh
Enclosure

7200 Walker Street
St. Louis Park, Minnesota
September 11, 1972

Mr. R. E. McAdams
Reilly Tar & Chemical Corporation
1615 Merchants Bank Building
Indianapolis, Indiana

Subject: St. Louis Park Inventory

Dear Mr. McAdams:

The inventory at St. Louis Park has now been completely disposed off. The piling we had remaining has been taken over by the Carl F. Bolander & Sons wrecking crew in lieu of any payment for the disposal of rubbish such as rotten skids, scrap lumber, and miscellaneous debris that was accumulated over and above our agreement for the demolition of the plant.

The Oak cross ties and Oak switch ties were closed out in our sale to the Minnesota Transfer Railway Company.

The gasoline was closed out 2,276 gallons to Harry Lindberry in my letter to you of September 8th.

The remaining cresote petroleum solution was sold to the Burlington Northern Railroad.

Our inventory should come up zeros with no losses incurred.

Yours very truly,


H. L. Finch

HLF:jmh
cc Mr. T. J. Ryan

RTC	DEPO. EXH. 152
5/3/83	
KIRBY A. KENNEDY	
COURT REPORTER	

500100

Telephone: 825-6851

CARL BOLANDER & SONS CO.

EXCAVATING AND ROAD CONTRACTOR

2933 PLEASANT AVENUE
MINNEAPOLIS, MINNESOTA 55408



October 20, 1972

City of St. Louis Park
5005 Minnetonka Blvd.
St. Louis Park, Minnesota

Att: Mr. Chris Charches, City Mgr.

Subject: Demolition work @ old Republic Creosoting Plant

Gentlemen:

We are under contract to Reilly Tar & Chemical Corporation to do their required demolition work at the above referenced site before it is transferred to your ownership.

Lengthy employee strikes and an especially wet season have delayed operations so that we are not completing on the scheduled planned.


We request your approval to submit to you a performance bond adequate in amount and satisfactory in form to guarantee completion in event the work has not been completed by final closing date.

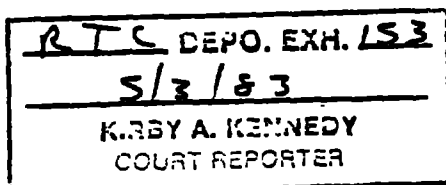
The only work which might be remaining would be the removal of some railroad ties and some area cleanup.

An arrangement of this kind should remove concerns on the part of buyer and seller as to site clearance requirements and assure them their transaction can be finalized as scheduled.

Very truly yours,

Carl Bolander & Sons Co.


B. F. Longman



CARL BOLANDER & SONS CO.

EXCAVATING AND ROAD CONTRACTOR

2933 PLEASANT AVENUE
MINNEAPOLIS, MINNESOTA 55408



December 6, 1972

**City of St. Louis Park
5005 Minnetonka Boulevard
St. Louis Park, Minnesota**

Attn: Mr. Chris Cherches, City Manager

**Subject: Demolition work at old Republic
Creosoting Plant**

Gentlemen:

October 20, 1972 we requested your approval of our submitting to you a performance bond with respect to the above project if not completed by December 15, 1972.

We have an agreement with Newcomb Brothers Nursery Inc. on Highway 7 in St. Louis Park to select, haul and purchase railroad ties re-usable in their work. This was to be off season work for them. They will not complete as we had hoped so we can finish cleaning up the site by December 15, 1972.

All work has been completed except tie hauling and cleanup. We estimate remaining work will cost us between Two Thousand Dollars (\$2,000.00) and Three Thousand Dollars (\$3,000.00).

We ask that you accept a bond from us in the amount of Five Thousand Dollars (\$5,000.00) in suitable form as completion guarantee so we can close out our contract with the former owner.

Very truly yours,

CARL BOLANDER & SONS CO.

372

H. F. Longman

SFL: aol

RTC DEPO. EXH. 154
5/7/83
KIRBY A. KENNEDY
COURT REPORTER

11. (a) It was moved by Councilman Hanks, seconded by Councilman Griak, to file claims with City Clerk for proper action by City Manager and City Attorney. The motion carried 6 - 0 (Councilman Graves was not present).

(b) HIGHWAY 7 PLAN CRITIQUE

The Planning Director described the proposed layout for the intersection of Highway 7 and Highway 100.

After discussion, Councilman Griak moved to refer to Streets and Highways Committee of the Planning Commission with report to Council in February 1973. Councilman Heltzer seconded and the motion carried 6 - 0 (Councilman Graves was not present).

(c) CLEAN-UP - REPUBLIC CREOSOTE AREA

The City Manager explained that clean-up work being done by Bolander Co. had been delayed and they requested they be permitted to put up a \$5,000 cash bond for approximately \$2,000 worth of work that remains to be done. It was moved by Councilman Fleetham, seconded by Councilman Heltzer, to accept the \$5,000 cash bond. The motion carried 6 - 0 (Councilman Graves was not present.)

(d) EARTH BERMS ALONG MAJOR HIGHWAYS

RESOLUTION NO. 4714

It was moved by Councilman Fleetham, seconded by Councilman Hanks, to waive reading and adopt Resolution No. 4714 entitled, "Resolution Urging Action by State Highway Department to Construct Earth Berms Along Major Highways in St. Louis Park." The motion carried 6 - 0 (Councilman Graves was not present).

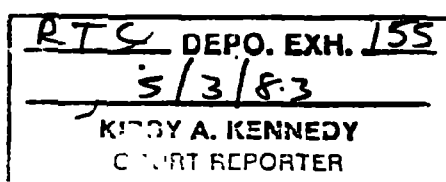
(e) MODE OF TRAVEL - MAYOR AND COUNCIL

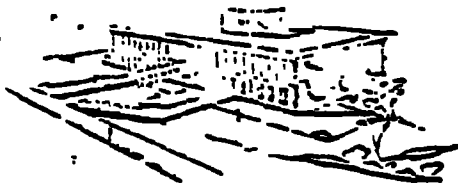
It was moved by Councilman Thiel, seconded by Councilman Griak, that any member of Council going to conference have approval on mode of travel. The motion carried 5 - 1, Councilman Heltzer voting nay (Councilman Graves was not present).

12. CLAIMS, APPROPRIATIONS, AND CONTRACT PAYMENTS

(a) VERIFIED CLAIMS

On motion of Councilman Heltzer, seconded by Councilman Graves, the lists of verified claims prepared by the Director of Finance and





City of St. Louis Park

5005 minnetonka boulevard • saint louis park, minnesota 55418 • 612/920-3000

December 19, 1972

Mr. B. F. Longman
Carl Bolander & Sons Co.
2933 Pleasant Avenue
Minneapolis, Minnesota 55408

Re: Demolition Work. Republic Creosote Area

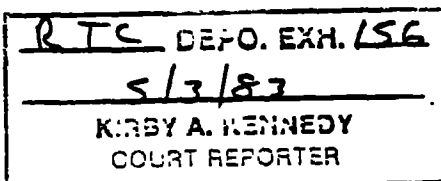
Dear Mr. Longman:

The City will accept a cash bond in the amount of Five Thousand Dollars (\$5,000) to ensure completion of the clean-up work at the Republic Creosote property, now owned by the City of St. Louis Park. It is my understanding that only minor clean-up remains in addition to removal of some railroad ties and trackage. The City will accept a cash bond to ensure proper performance of this agreement and I would presume that you will be in contact with the Republic Creosote attorney, Tom Reiersgord, relative to this matter and to your obligations to the Reilly Tar and Chemical Company under the contract. Perhaps, some formal agreement may have to be made to relieve you of your obligation to the Company and to ensure proper completion of the contract with St. Louis Park. I trust that you will be in contact with Mr. Reiersgord and that we can proceed, at your convenience, in resolving this matter.

Yours truly,

Chris Cherches

Chris Cherches
City Manager



CARL BOLANDER & SONS CO.
EXCAVATING AND ROAD CONTRACTORS
2933 PLEASANT AVE. TAYLOR 3-6851
MINNEAPOLIS, MINNESOTA 55405

85565

December 20 19 72 17-63
910

CITY OF ST. LOUIS PARK

\$ 5,000.00

DOLLARS

CARL BOLANDER & SONS CO.

222239

INVOICE

31/1/72

2933 Pleasant Avenue South
Phone: 825-6851

Carl Bolander & Sons Co.

Excavating and Road

CONTRACTORS

Minneapolis, Minn. 55408

Your Order No. _____

Date 12-20-72

Sold to Reilly Tar and Chemical Corporation
7200 Walker
St. Louis Park, Minnesota

Delivered to Lots 25 through 48, inclusive, Block 106
Rearrangement of St. Louis Park and
Lot 1, Auditors's Subdivision No. 281

CLAIMS OR DISCREPANCIES MUST BE
RECEIVED WITHIN 10 DAYS

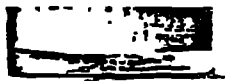
Furnish equipment & labor to perform
demolition and related work.

Project completed \$ 136,000.00

Less prev. ests. 106,000.00

\$ 30,000.00

RTc	LEPO. EXH. 157
5/3/83	
K. D. A. KENNEDY	
COURT REPORTER	



AGREEMENT IN RESPECT TO
DEMOLITION, REMOVAL AND CLEAN-UP WORK

WITNESSETH That by Agreement dated April 14th, 1972, that REILLY TAR & CHEMICAL CORPORATION hereinafter referred to as, REILLY; and the CITY OF ST. LOUIS PARK hereinafter referred to as the CITY, entered into an Agreement for the purchase of certain real estate located in the City of St. Louis Park, by the CITY. That Paragraph 5 of said Agreement provided for certain demolition, removal and clean-up work to be performed by REILLY. That said parties performed that Purchase Agreement by entering into a Contract for Deed dated October 12th, 1972, which Agreement included a provision that the April 14th, 1972 Agreement survived the execution of the Contract for Deed,

WITNESSETH That by Agreement dated April 13th, 1972, REILLY had entered into a Contract with Carl Bolander & Sons, 2933 Pleasant Avenue, Minneapolis, Minnesota, wherein Carl Bolander & Sons undertook to complete the demolition, removal and clean-up work on the said premises owned by REILLY. That the specifications for the work to be performed by Carl Bolander & Sons are the same as the requirements of said Paragraph 5 of the Purchase Agreement referred to above.

WITNESSETH, That the Contract between REILLY and Carl Bolander & Sons was for a lump sum price for the work to be performed by Carl Bolander & Sons of One Hundred Thirty-Six Thousand Dollars (\$136,000.00) payable in periodic installments and that the final payment was not due until thirty (30) days after final completion of the work and was set at a minimum of Thirty Thousand Dollars (\$30,000.00). The Contract

RTC	NO. EXH. 158
5/3/83	
R. J. JENNEDY	
COUNTY CLERK	

10248

also provided that Carl Bolander & Sons would begin work on or before July 1st, 1972 and complete the work no later than October 1, 1972. REILLY represents that all of the price for said work has been paid to Carl Bolander & Sons by REILLY except the final payment of Thirty Thousand Dollars (\$30,000.00). That Carl Bolander & Sons did not complete the work on the premises and that there remains a small amount of work to be done which cannot practicably be completed until spring. That the CITY and Carl Bolander & Sons have reviewed the work yet undone and have agreed that the cost for performing such work is only several thousand dollars and they agree that a bond in the sum of Five Thousand Dollars (\$5,000.00) in favor of the CITY OF ST. LOUIS PARK will adequately protect the CITY in the event that the remainder of the demolition, removal and clean-up work was not done by Carl Bolander & Sons.

That Carl Bolander & Sons has now requested the payment of the final Thirty Thousand Dollars (\$30,000.00) payment from REILLY on the ground that their work was substantially completed and that the CITY has been guaranteed performance of the balance of the work yet to be done by virtue of the bond posted with the CITY by Carl Bolander & Sons. REILLY has agreed to make said payment to Carl Bolander & Sons if the CITY will signify its acceptance of the demolition, removal and clean-up work from REILLY as required in Paragraph 5 of the Purchase Agreement dated April 14th, 1972.

NOW THEREFORE The CITY OF ST. LOUIS PARK and REILLY TAR & CHEMICAL CORPORATION, agree as follows:

1. The CITY accepts as completed the obligation for demolition, removal and clean-up work which was to be performed by the REILLY TAR & CHEMICAL CORPORATION pursuant to Paragraph 5 of the Agreement for purchase of real estate dated April 14th, 1972.

2. That in consideration of the posting of the cash bond of \$5,000.00 with the CITY by Carl Bolander & Sons, and the making of final payment to said company by REILLY, the CITY will look to Carl Bolander & Sons for any remaining demolition, removal and clean-up work that needs to be done on the subject premises to complete the requirements of Paragraph 5 of the said Agreement for purchase of real estate dated April 14th, 1972.

CITY OF ST. LOUIS PARK

By

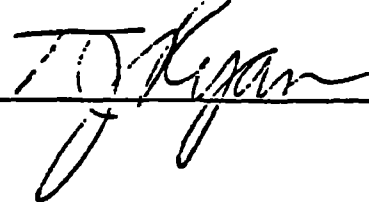

Its Mayor

By


Its City Manager

REILLY TAR & CHEMICAL CORPORATION

By



Telephone: 825-6851

CARL BOLANDER & SONS CO.
EXCAVATING AND ROAD CONTRACTOR
2933 PLEASANT AVENUE
MINNEAPOLIS, MINNESOTA 55408



February 2, 1973

City of St. Louis Park
5005 Minnetonka Boulevard
St. Louis Park, Minnesota 55416

Attn: Mr. Chris Cherches, City Manager

Subject: Demolition work at old Republic
Crescoting plant
Your letter of January 24, 1973

Gentlemen:

We agree to complete full compliance with the work
agreement guaranteed by our \$5,000.00 cash bond on or
before June 1, 1973.

Very truly yours,

CARL BOLANDER & SONS CO.

REE:sol

Roger E. Erickson
Secretary

RTC DEPO. EXH. 159
5/3/83
K.R.S. / A. KENNEDY
COURT REPORTER

February 14, 1973

410350 P

Mr. Chris Charches
City Manager
City of St. Louis Park
5005 Minnetonka Boulevard
St. Louis Park, Minnesota

RE: File No. 10-251

Dear Chris:

I am returning one of the executed copies of the Agreement between the City of St. Louis Park and Reilly Tar & Chemical Corporation relating to the Bolander Contract. The Company has retained the other copy.

I have been advised by the Company that based on this Agreement they will pay the balance due to Bolander forthwith.

I assume you will be in touch with me for the final closing of this real estate sale.

Very truly yours,

YNGVE & REIERSGORD

Thomas E. Reiersgord

TER:k
Enclosure

RTS DEPO. EXH. 160
5/3/83
KIRBY A. KENNEDY
COURT REPORTER